



LETTER OF APPOINTMENT

MEMORANDUM FOR Jeffrey C. Smith, FEDSIM PM

Subject: Appointment as Contracting Officer's Representative

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the contract, to include close out, unless rescinded or transferred. As the COR, your primary duty is to monitor the Contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the Contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re-delegable; therefore, you must advise the FEDSIM Contracting Officer or Contract Specialist immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are as follows:

MONITORING AND EVALUATING PERFORMANCE

Ensure that the Contractor complies with all of the requirements of the statement of work, specifications, or performance work statement. When requested by the Contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the Contractor occurs, notify the FEDSIM Contracting Officer and/or the Contract Specialist immediately for resolution.

If the contract requires Key Personnel, the COR shall ensure that the personnel being used by the Contractor meet the requirements of the position. Review and approve travel and other direct cost (ODC) prior to the Contractor incurring those expenses. Any decrease in or lack of performance shall be brought to the attention of the FEDSIM Contracting Officer and/or Contract Specialist.

If applicable and in accordance with Federal Acquisition Regulation (FAR) 42.302, the COR shall monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance in Federal Acquisition Circular (FAC) 2005-34 and Office of Management and Budget (OMB) Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

MONITORING COSTS

Review and evaluate the Contractor's progress in relation to the expenditures. When the costs expended by the Contractor are not commensurate with the Contractor's progress, request a meeting with the Contractor and client in an attempt to resolve. If a resolution cannot be found,



bring this to the attention of the FEDSIM Contracting Officer and/or Contract Specialist for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

CHANGES TO THE CONTRACT

You cannot authorize the Contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the FEDSIM Contracting Officer. When in doubt, contact the FEDSIM Contracting Officer and/or Contract Specialist.

Any contract change requested by the Contractor must be put in writing by the Contractor to the FEDSIM Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the FEDSIM Contracting Officer or Contract Specialist. When the proposed change is received by the FEDSIM Contracting Officer, you will be required to provide the FEDSIM Contracting Officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

You must also recognize and report to the FEDSIM Contracting Officer any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

INSPECTION OF CONTRACT ITEMS

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. The COR must prepare, in writing, a written acceptance or rejection, provide it to the Contractor, and store a copy on the FEDSIM common drive. Immediately notify the FEDSIM Contracting Officer of all rejections and the reason for the action.

Review progress reports from the Contractor and advise the FEDSIM Contracting Officer of any Contractor problems or action required to be taken by the Government.

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

To avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences, the COR shall sign any applicable non-disclosure forms. The COR shall also immediately report any potential conflict of interest to their supervisor.

CONTRACT FILE CONTENT AND MAINTENANCE

Establish and maintain an organized contract administration file to record all Contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.



CONTRACT CLOSEOUT

Within 30 days after the Contractor has met all terms and conditions of the contract, the COR must evaluate the Contractor's performance using the information contained in General Services Administration Regulation (GSAR) 542.1503-71 (sample format attached).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the FEDSIM Contracting Officer or Contract Specialist.

I understand and accept my assignment as the Contracting Officer's Representative (COR)

X Jeffrey C. Smith

Signed by: JEFFREY SMITH



Note: This checklist follows the standard format of GSAM 542.1542.15 and content requirements of GSAM 542.15. The checklist may be tailored for the specific contract type. Any “NO” responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

GSAM 542.15 – Contractor Performance Information
GSAM 542.1503-71 – Information to collect

Timeliness of delivery or performance	Yes	No	NA
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of “show cause” letters and “cure notices” issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Conformance of product or service to contract requirements	Yes	No	NA
(1) Quality of workmanship.			
(2) Reliability.			
(3) Adequacy of correction of defects.			
(4) Number of safety defects.			
(5) Number of product rejections.			
(6) Results of laboratory tests.			
(7) Number and extent of warranty problems.			
(8) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			



Customer comments	Num	Qty	NA
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Terminations for default	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Adequacy of contractor's quality assurance system	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Compliance with other key contract provisions	Yes	No	NA
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			



Exhibiting customer-oriented behavior	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Other performance elements identified	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			



**ATTACHMENT AA
CORPORATE EXPERIENCE TEMPLATE**

CORPORATE EXPERIENCE EXAMPLE (insert #)	
Awarding Agency:	
Program/project title:	
TO/contract number:	
Contract vehicle [e.g., IDIQ, GSA Schedule, Government Wide Acquisition Contract (GWAC)]: and name:	
Contract ceiling per year and in total:	
Total amount of funding applied per year and in total:	
Number of contractor personnel supporting the effort:	
List of labor categories:	
Contractor's role – prime or subcontractor and percentage and type of work performed:	
Period of Performance (month/year for beginning and end) all years:	
Contract Type (FFP, T&M, CPFF, etc.):	
Security level of work:	
Organization supported:	
POC #1 to contact – Government COR (name, current telephone number, and email address):	
POC #2 to contact – Alternate POC (name, current telephone number, and email address):	

- a. Description of the work performed including the services provided, how it relates to the TOR, and relevance in terms of size, scope, and/or complexity.
- b. Description of the offeror's roles and responsibilities and how it relates to the TOR requirements.
- c. Major accomplishments or results achieved.



Attachment AB
Questions and Answers Template

Company Name: Smartronix, Inc.
Solicitation Number: GSC-QF0B-18-33231

Note to offerors: Please provide the specific paragraph reference using the Section/sub-Section numbers in the solicitation.

QUESTION#	PART #	PARAGRAPH #	PARAGRAPH TITLE	QUESTION	GOVERNMENT RESPONSE
1	2	L.5.2.2	Section B – Supplies or Services and Prices/Costs (Tab G)	In Attachment W – Cost Worksheet Template, on all the labor CLIN Summary tabs, the totals on Row 14 only include rows 5 through 8. Should this be rows 5 through 13?	



Attachment AB
Questions and Answers Template

Company Name:
Solicitation Number: GSC-QF0B-18-33231

Note to offerors: Please provide the specific paragraph reference using the Section/sub-Section numbers in the solicitation.

QUESTION#	PART #	PARAGRAPH #	PARAGRAPH TITLE	QUESTION	GOVERNMENT RESPONSE

252.225-7997 Contractor Demobilization. (DEVIATION 2013-O0017)

Insert the following clause in all solicitations and contracts with performance in Afghanistan, except solicitations and contracts for commodities:

**CONTRACTOR DEMOBILIZATION
(DEVIATION 2013-O0017) (AUGUST 2013)**

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) *Demobilization plan.* The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) *Demobilization plan implementation.* Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) *Demobilization requirements:*

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-O00008)

Use this clause, in lieu of the clause at DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that will require contractor personnel to perform in the United States Africa Command (USAFRICOM) area of responsibility.

CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES
AFRICA COMMAND AREA OF RESPONSIBILITY
(DEVIATION 2016-O0008)(JUN 2016)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the Commander of the United States Africa Command (USAFRICOM).

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces in applicable operations shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying to the USAFRICOM area of responsibility. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel in applicable operations who are not designated as CAAF, such as local national employees and non-local national employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, the U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water,

latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

“U.S. Africa Command (USAFRICOM) area of responsibility,” as used in this clause, means—

- (1) The entire continent of Africa, excluding Egypt;
- (2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and
- (3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40’S/068°E, and west to the African coast at 01°40’S.

(b) *General.*

- (1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.
- (2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.
- (3) Contract performance in the USAFRICOM area of responsibility may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (4) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
- (5) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (6) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

- (1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, all non-CAAF who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required for certain contractor personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.

(ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with "None" checked for Government-furnished life-support services.

(iii) Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USAFRICOM area of responsibility under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel

performing in the USAFRICOM area of responsibility are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that all contractor personnel are aware—

- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences for the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>; and

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(i) Hold their own identity or immigration documents, such as passport or driver's license;

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

(vi) Have a copy of their employment contract in a language they understand;

(vii) Receive wages that are not below the legal in-country minimum wage;

(viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior

to deploying CAAF and, as specified in the statement of work, non-CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All such personnel deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the Geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
 - (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
 - (2) All other immunizations shall be obtained prior to arrival at the deployment center.
 - (3) All such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in

the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all such personnel. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, CAAF and selected non-CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities; and,

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF and, as specified in the statement of work, non-CAAF personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.* The Contractor shall—

(1) Use the SPOT web-based system, or its successor, to account for—

(i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.

(ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and

(iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.

(2) Enter the required information about their Contractor personnel and their equipment prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above \$150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.

(4) For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>. To obtain access, contact the SPOT Customer Support Team via email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue organizational clothing and individual equipment and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USAFRICOM area of responsibility be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry

weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander, subordinate joint force commander, and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USAFRICOM area of responsibility.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USAFRICOM area of responsibility whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

(End of clause)

**252.225-7981 Additional Access to Contractor and Subcontractor Records
(Other than USCENTCOM) (DEVIATION 2015-O0016)**

Include the following clause in all solicitations and resultant contracts valued at more than \$50,000, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that are to be performed outside the United States and its outlying areas, in support of a contingency operation in which members of the armed forces are actively engaged in hostilities, except for contracts that will be performed in the United States Central Command (USCENTCOM) theater of operations.

**ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS
(OTHER THAN USCENTCOM)(DEVIATION 2015-O0016) (SEP 2015)**

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

**252.225-7987 REQUIREMENTS FOR CONTRACTOR PERSONNEL
PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY
(DEVIATION 2014-O0016)**

Clause prescription:

Insert the following clause in solicitations and contracts for performance in the USSOUTHCOM area of responsibility, unless the clause at 252.225-7040 applies.

* * * * *

**REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN
USSOUTHCOM AREA OF RESPONSIBILITY
(CLASS DEVIATION 2014-O0016) (OCT 2014)**

(a) Definitions.

“The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR),” as used in this clause, includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat Nicaragua, Panama, Paraguay, Peru, Saint Barthelemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

(b) General.

(1) Contract performance in support of U.S. Armed Forces outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(2) Unless immune from host-nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel can subject such personnel to United States or host-nation prosecution and civil liability.

(c) Support.

(1) U.S. citizen and third country national (TCN) contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the contracting officer in order to travel to, from, or within the USSOUTHCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract.

(2) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USSOUTHCOM AOR under this contract.

(d) *Pre-travel requirements.*

The Contractor shall ensure that the following requirements are met prior to sending or using Contractor personnel in the USSOUTHCOM AOR. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All Contractor personnel must be medically, dentally, and psychologically fit for performance of their contracted duties. All U.S. citizen and TCN Contractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the Medical Suitability Screening Regulation, SC Regulation 40-501, as well as the requirements identified in FORCE HEALTH PROTECTION (FHP) GUIDANCE FOR DEPLOYMENT in the USSOUTHCOM AOR or their successors and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to the USSOUTHCOM AOR. U.S. citizen contractor personnel and TCN Contractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR with a current copy of the Public Health Service Form 791, "International Certificate of Vaccination." In addition, U.S. citizen contractor personnel and TCN contractor personnel traveling to the USSOUTHCOM AOR are required to be beneficiaries of a medical evacuation plan and service through an insurance plan provided by their employer or paid for individually.

(3) The Contractor shall collect a DNA record for all U.S. citizen Contractor personnel traveling to the USSOUTHCOM AOR and shall have arrangements for storage of the DNA reference specimen through a private facility or arrange for the storage of the specimen by contacting the Armed Forces Repository of Specimen Samples for the Identification of Remains (AFRSSIR) at <http://www.afmes.mil/index.cfm?pageid=afdil.afrssir.overview> or phone: (302) 346-8800. In addition, U.S. citizen contractor personnel shall comply with the requirements of DoDI 3020.41, Enclosure 3, paragraph 8.b., or its successor.

(4) U.S. citizen contractor personnel and TCN Contractor personnel traveling to the USSOUTHCOM AOR must follow the requirements identified in the Electronic Foreign Clearance Guide available at <https://www.fcg.pentagon.mil/fcg.cfm> and must have all necessary passports, visas, and other documents required to enter, exit or work

in the USSOUTHCOM AOR; and must also have the appropriate DoD identity credential(s). Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities within 5 days of the end of their travel or contractual duties.

(5) Special area, country, and theater clearance is obtained for U.S. citizen contractor personnel and TCN Contractor personnel traveling in the USOUTHCOM AOR. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program (FCP). For this purpose, U.S. citizen and TCN Contractor personnel are considered non-DoD Contractor personnel traveling under DoD sponsorship.

(6) All U.S. citizen contractor personnel and TCN Contractor personnel must receive personal security training. At a minimum, the training shall—

(i) Cover safety and security issues facing employees within the USSOUTHCOM AOR;

(ii) Identify safety and security contingency planning activities; and

(iii) Identify ways to utilize safety and security personnel and other resources appropriately.

(7) All U.S. citizen DOD sponsored contractors must comply with current force protection, personnel recovery and theater entry requirements as posted in DODI 3020.41 Operational Contract Support, DODI 3002.03 DOD Personnel Recovery – Reintegration of Recovered Personnel, the DOD Foreign Clearance Guide at <https://www.fcg.pentagon.mil/> and current USSOUTHCOM guidance prior to travel to any country in the USSOUTHCOM AOR. All U.S. citizen Contractor personnel must complete the following:

(i) Anti-Terrorism (AT) Level 1 Training course available at <https://Jkodirect.jten.mil> (Login and Search for the course on the Course Catalog tab via the number or key word, enroll, and Launch). AT training must be completed within 12 months (1 year) prior to entry into the USSOUTHCOM AOR.

(ii) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, DOD sponsored contractors entering the theater on official business will have a DD Form 1833 Isolated Personnel Report (ISOPREP) on file in Personnel Recovery Mission Software (PRMS). The ISOPREP will be reviewed within 6 months prior to theater entry and every 6 months while in the AOR.

(iii) IAW USSOUTHCOM theater entry requirements, all DOD sponsored contractors must complete the computer based SERE 100.1 Code of

Conduct training course prior to theater entry. Training is available online <http://jko.jten.mil> (Log into your account, go to the Course Catalog and search for SERE 100.1, enroll, and Launch) or through disk based software. Training is good for 3 years.

(iv) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, all DOD sponsored contractors traveling to designated high risk areas should receive a High Risk of Isolation (HRI) Briefing. The HRI Briefing is required for all DOD personnel conducting operations in, over, or around uncertain or hostile areas increasing their risk of becoming missing, isolated, detained, or captured.

(v) For more information or specific questions regarding completion of these requirements please contact the designated contracting officer's representative (COR). The COR will contact the appropriate DOD agency or service component for additional guidance.

(e) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system at <https://spot.dmdc.mil>, to enter and maintain the data for the following Contractor personnel:

(i) All U.S. citizen contractor personnel and TCN contractor personnel who travel to the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.

(ii) TCN, host nation (HN), or local national (LN) personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.

(iii) Private security contractors and contingency contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or the length of the period of performance of their contract.

(iv) Contractor personnel with a place of performance within the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may—within the terms of their contracts—deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.

(2) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to travel to the USSOUTHCOM AOR and shall continue to use the SPOT web-based system to maintain accurate, up-to-

date information throughout the period of travel for all Contractor personnel. Changes to the status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, killed, wounded), shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(End of clause)

252.225-7993 Prohibition on Providing Funds to the Enemy (DEVIATION 2015-00016)

Incorporate the following clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, to be awarded on or before December 31, 2019, with an estimated value in excess of \$50,000, that are being, or will be, performed outside the United States and its outlying areas, in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

**PROHIBITION ON PROVIDING FUNDS TO THE ENEMY
(DEVIATION 2015-00016) (SEP 2015)**

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov —

- (i) Prior to subcontract award; and
- (ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility. (DEVIATION 2017-O0004)

Use this clause, in lieu of the clause at Defense Federal Acquisition Regulation Supplement 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts that will require contractor personnel to perform in the United States Central Command area of responsibility.

CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004) (SEP 2017)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of

the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return

to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/index.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) Any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- (i) Hold their own identity or immigration documents, such as passport or driver's license;
- (ii) Receive agreed upon wages on time;
- (iii) Take lunch and work-breaks;
- (iv) Elect to terminate employment at any time;
- (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
- (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease

Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);

(3) The Contractor shall notify all personnel that—

(i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal

jurisdiction also extends to conduct that is determined to constitute a war crime;

(ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Contractor Accountability and Personnel Data.*

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) *Registration.* The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods—

(A) A Common Access Card (CAC) or a SPOT-approved digital

certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) *Compliance with SPOT.*

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of

force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

252.225-7997 Contractor Demobilization. (DEVIATION 2013-O0017)

Insert the following clause in all solicitations and contracts with performance in Afghanistan, except solicitations and contracts for commodities:

**CONTRACTOR DEMOBILIZATION
(DEVIATION 2013-O0017) (AUGUST 2013)**

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) *Demobilization plan.* The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) *Demobilization plan implementation.* Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) *Demobilization requirements:*

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

ATTACHMENT AD - DRAFT

Project	Description	Primary User	Primary Work Location
1	Provide Manned ISR support to AFRICOM, through the deployment of aircraft, ISR sensors, data collection, data transmissions, and intelligence analysis within the AFRICOM Area of Responsibility. Refer to current environment, Attachment F for additional details. There is potential for adding additional aircraft during the Period of Performance.	AFRICOM	AFRICOM AOR
	Provide Unmanned ISR support to AFRICOM through the deployment of platforms, ISR sensors, data collection, data transmissions, and intelligence analysis within the AFRICOM Area of Responsibility	AFRICOM	AFRICOM AOR
2	Provide systems engineering technical support and technical expertise to develop Fleet Battle Experiments and Integrated Air and Missile Defense experimentation requirements, future architectures, and CONOPs	NAVSEA	Contractor Site
3	Provide Manned Aircraft Intelligence, Surveillance, and Reconnaissance (MAISR) support to Special Operations Command-Europe (SOCEUR), through the deployment of manned aircraft, ISR sensors, data collection, data transmissions, and intelligence analysis within the European Area of Responsibility	SOCEUR	Contractor Site
4	Develop, integrate, test and maintain the suite of Navy Intelligence and Mission Planning Systems software components.	NAVAIR	Contractor Site
5	Systems engineering, modeling and simulation, architecture and network requirements development, effectiveness assessment and requirements allocation in support of the	NAVAIR	Contractor Site
6	Airborne Electronic Attack System of Systems.		

7	Development, integration, test and experimentation of technology hardware and software to support development and aintenance of existing and emerging systems and capabilities of the Navy	NAVAIR	Contractor Site
	Research, analyze and provide recommendations on domestic and international economic and commercial trends in support of commercial sector studies. Research and analyze commercial activity that affects the US Defense Industrial Base and industry partners.	USAF Office of Commercial Economic Analysis (OCEA)	Contractor Site, Washington DC Metro Area
8	Development of innovative ISR systems and equipment payloads for unmanned aerial vehicles	NAVAIR	Contractor Site, Lexington Park, MD
9	Provide scientific, technical and engineering expertise to support the Stiletto Maritime Demonstration Program.	Assistant Secretary of Defense for Research and Engineering (ASD R/E)	Contractor Site
10		AFRICOM	Contractor Site
11	Provide PED Support for AFRICOM MQ-9 Program	US SOCOM	Contractor Site, MacDill AFB, FL
12	Provide technology research studies, modeling and simulation, rapid prototyping, experimentation, developmental testing, and technology insertion to support the enhancement of SOF C4 capabilities.	USAF 24th Air Force	Contractor Site
13	24th Air Force Cyber/ISR threat support	NAVAIR	Contractor Site
14	Support for the design and development of critical mission capabilities for ISR aircraft systems	NAVAIR	Contractor Site
15	Provide research and engineering support to the Navy Joint Virtual Response Analysis Prototype and Development organization.	NAVAIR	Contractor Site

		USAFE	Contractor Site
16	Provide project support, research and analysis support, system and software engineering and integration, system testing and evaluation, system deployment, system security, and system training support for Contractor-Owned Contractor-Operated (CO/CO) MQ-9 ISR support		

Possible TDY Locations	Size	PWS Para C.5.4			
		PWS Para C.5.1.12 Project Management	PWS Para C.5.3 ISR Capabilities Research and Analysis	ISR Systems Design and Developmental Engineering	PWS Para C.5.5 Test, Evaluation, & Deployment of ISR Systems
AFRICOM AOR	Large				
AFRICOM AOR	Large				
San Diego, CA; Norfolk, VA; and Northern Virginia	Small	X	X		
CONUS and OCONUS Locations.	Medium	X	X		X
Pt. Mugu, CA; China Lake, CA	Medium	X	X	X	X
Pt. Mugu, CA; China Lake, CA	Large	X		X	X

Pt. Mugu, CA; China Lake, CA; CONUS Naval Surface Warfare Center locations Tampa, FL	Small Medium	X	X	X	X
---	-------------------------------------	---	---	---	---

Patuxent River, MD; Washington, DC; Yuma AZ; China Lake, CA; Pt Mugu, CA; Lakehurst, NJ; OCONUS Afghanistan, Turkey	Large	X		X	X
---	-------	---	--	---	---

Little Creek, VA	Small	X	X	X	X
------------------	-------	---	---	---	---

AFRICOM AOR Site	Large	X			
------------------	-------	---	--	--	--

Fort Bragg, NC	Small	X	X	X	X
----------------	-------	---	---	---	---

Joint Base San Antonio, TX	Small	X	X	X	
Naval Air Station Patuxent River, MD	Medium	X	X	X	X
Pt. Mugu, CA	Large	X	X	X	X

Poland and Locations throughout Eastern Europe	Medium	X	X	X	X
---	--------	---	---	---	---

PWS Para C.5.6.1 Operations	PWS Para C.5.6.2 Maintenance	PWS Para C.5.6.3 Logistics Support	PWS Para C.5.7 Intelligence Analysis and Assessment	PWS Para C.5.8 Training Support (and Language Required for Training)	PWS Para C.5.9 Cybersecurity and Information Assurance (IA) Support
X	X	X	X		X
				X - (English)	
X	X	X	X	X - (English)	X
				X - (English)	X
		X		X - (English)	X

X

X - (English)

X

X

X

X - (English)

X

X

X

X

X

X - (English)

X - (English)

X

X

X

**Clearance
Required**

Secret, TS/SCI
required for
personnel
performing
Intelligence
Analysis and
Assessment

Secret, TS/SCI
required for
personnel
performing
Intelligence
Analysis and
Assessment

Secret

Secret. Some
personnel will
require TS/SCI.

Secret

secret

Secret

Secret

Secret. Some
personnel
with TS/SCI
may be
required.

TS

TS/SCI

TS/SCI

TS/SCI

Secret

Secret. Some
personnel
with TS/SCI
may be
required.

Attachment B

Acronym List

Acronym	Definition
AASBS	Assisted Acquisition Services Business Systems
ACO	Administrative Contracting Officer
AE	Army in Europe
AFDP	Award Fee Determination Plan
AOI	Area Of Interest
AOR	Area of Responsibility
AS	Analytical Support
ASSA	AS Status Accreditation
ASSIST	Assisted Services Shared Information SysTem
AT	Anti-Terrorism
BLS	Bureau of Labor Statistics
C&A	Certification and Accreditation
CAC	Common Access Card
CAF	Contract Access Fee
CAS	Cost Accounting Standards
CD	Compact Disk
CFE	Contractor-Furnished Equipment
C4ISR	Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance
CFR	Code of Federal Regulations
CI	Counterintelligence
CIA	Confidentiality, Integrity, and Availability
CIS	Central Invoice Services (CIS)
CISSP	Certified Information Systems Security Professional
CLIN	Contract Line Item Number
CND	Computer Network Defense
CO	Contracting Officer
COCO	Contractor Owned Contractor Operated
CONOPS	Concept of Operations
CONUS	Contiguous United States
COR	Contracting Officer's Representative
COTS	Commercial off-the-shelf
CPAF	Cost-Plus-Award-Fee
CR	Cost-Reimbursable
CRC	CONUS Replacement Center
CS	Contract Specialist
C2	Command and Control
CTP	Consent to Purchase
CZ	Combat Zones
DAWIA	Defense Acquisition Workforce Improvement Act

DBA	Defense Base Act
D.C.	District of Columbia
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DD	Department of Defense
DEL	Deliverable
DFAR	Defense Federal Acquisition Regulations
DFARS	Defense Federal Acquisition Regulation Supplement
DIACAP	DoD Information Assurance Certification and Accreditation Process
DLA	Defense Logistics Agency
DOCPER	DoD Contractor Personnel Office
DoD	Department of Defense
DoL	Department of Labor
DoS	Department of State
D/S	Disclosure Statement
DSS	Defense Security Service
DSSR	Department of State Standardized Regulations
EAR	Export Administration Regulations
ECMRA	Enterprise Contractor Manpower Reporting Application
EEO	Equal Employment Opportunity
EIT	Electronic and Information Technology
ET	Eastern Time
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FCCM	Facilities Capital Cost of Money
FCL	Facility Clearance Level
FEDSIM	Federal Systems Integration and Management Center
FFP	Firm-Fixed-Price
FMV	Full Motion Video
FOIA	Freedom of Information Act
FOP	Flight Operating Procedures
FOUO	For Official Use Only
FP	Force Protection
FSO	Facility Security Officer
FTE	Full-Time Equivalent
FTR	Federal Travel Regulation
FY	Fiscal Year
G&A	General and Administrative
GFE	Government-Furnished Equipment
GFI	Government-Furnished Information
GFP	Government-Furnished Property
GOP	Ground Operating Procedures
GOTS	Government Off-The-Shelf
GSA	General Services Administration

GSAM	General Services Administration Acquisition Manual
HD	Hazard Duty
IA	Information Assurance
IAVA	Information Assurance Vulnerability Alerts
IC	Intelligence Community
ICD	IC Directive
IDIQ	Indefinite Delivery/Indefinite Quantity
ILS	Individual Logistic Support
IRF	Individual Readiness File
ISR	Intelligence, Surveillance, and Reconnaissance
IT	Information Technology
ITAR	International Traffic in Arms Regulations
JAFAN	Joint Air Force – Army – Navy
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulation
KPQM	Key Personnel Qualification Matrix
LOA	Letter of Authorization
LOE	Level of Effort
LH	Labor Hour
LOE	Level of Effort
MA	Multiple Award
M&IE	Meals and Incidental Expenses
MIPR	Military Interdepartmental Purchase Request
MS	Microsoft
MSR	Monthly Status Report
NAICS	North American Industry Classification System
NATO	North Atlantic Treaty Organization
NDA	Non-Disclosure Agreement
NISP	National Industrial Security Program
NISPOM	National Industrial Security Program Operating Manual
NLT	No Later Than
NTE	Not-to-Exceed
OASIS	One Acquisition Solution for Integrated Services
OCI	Organizational Conflict of Interest
OCONUS	Outside the Continental United States
ODC	Other Direct Costs
OH	Overhead
OMB	Office of Management and Budget
PERT	Program Evaluation and Review Technique
PDF	Portable Document Format
PgMP	Program Management Professional
POC	Point of Contact
PM	Program Manager
PMI	Project Management Institute
PMBOK	Project Management Body of Knowledge

PMP	Project Management Plan
PNR	Problem Notification Report
PS	Project Start
PSC	Product Service Code
PWS	Performance Work Statement
Q&A	Question and Answer
QCP	Quality Control Plan
RIP	Request to Initiate Purchase
ROM	Rough Order of Magnitude
SA	Supplementary Agreement
SCI	Sensitive Compartmented Information
SCIF	Sensitive Compartmented Information Facilities
SCG	Security Classification Guides
SERE	Survival, Evasion, Resistance, and Escape
SF	Standard Form
SOC	Service Occupational Classifications
SOFA	Status of Forces Agreements
SOP	Standard Operating Procedures
SPOT	Synchronized Predeployment and Operational Tracker
SSBI	Single Scope Background Investigation
SSBI-PR	Single Scope Background Investigation-Periodic Review
SSN	Social Security Number
STC	Supplemental Type Certification
T&M	Time-and-Materials
TAR	Travel Authorization Request
TBD	To Be Determined
TDY	Temporary Duty
TE	Technical Experts
TEB	Technical Evaluation Board
TESA	TE Status Accreditation
TO	Task Order
TOA	Task Order Award
TOPM	Task Order Program Manager
TOR	Task Order Request
TPOC	Technical Point of Contact
TR	Technical Representative
TS	Top Secret
TSIRT	Theater Specific Individual Readiness Training
U.S.	United States
USAFRICOM	United States Africa Command
U.S.C.	United States Code
USSSO	United States Sending State Office
UK	United Kingdom
UR	Unlimited Rights
WBS	Work Breakdown Structure



XML	Extensible Markup Language
-----	----------------------------

**OASIS LABOR CATEGORIES
and
BUREAU OF LABOR STATISTICS
SERVICE OCCUPATIONAL CLASSIFICATIONS**

BACKGROUND:

OASIS labor categories have been mapped to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data. Labor categories are further defined as Junior, Journeyman, and Senior based on years of experience, education, and duties/responsibilities as follows:

- **JUNIOR:** A Junior labor category has up to 3 years experience and a BA/BS degree. A Junior labor category is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.
- **JOURNEYMAN:** A Journeyman labor category has 3 to 10 years of experience and a BA/BS or MA/MS degree. A Journeyman labor category typically performs all functional duties independently.
- **SENIOR:** A Senior labor category has over 10 years of experience and a MA/MS degree. A Senior labor category typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior labor category may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.
- **SUBJECT MATTER EXPERT (SME):** A Subject Matter Expert is an individual whose qualifications and/or particular expertise are exceptional and/or highly unique. Subject Matter Experts do not have specific experience/education qualifications, but are typically identified as recognized Industry leaders for a given area of expertise. Subject Matter Experts typically perform the following kinds of functions: Initiates, supervises, and/or develops requirements from a project's inception to conclusion for complex to extremely complex programs; Provides strategic advice, technical guidance and expertise to program and project staff; Provides detailed analysis, evaluation and recommendations for improvements, optimization development, and/or maintenance efforts for client-specific or mission critical challenges/issues; Consults with client to define need or problem supervises studies and leads surveys to collect and analyze data to provide advice and recommend solutions.

Contractors may deviate from the definitions above when responding to task order solicitations so long as the deviations are clearly identified in their task order proposal. For example, a Contractor might label an employee as "Senior", but the employee does not have a MA/MS degree. Likewise, a Contractor might label an employee as "Junior" even though the employee has more than 3 years experience. Deviations shall be clearly identified in proposals submitted in response to task order solicitations.

INDIVIDUAL LABOR CATEGORIES

The following individual labor categories correspond to a single SOC Number, Title, and Functional Description.

Labor ID #	Actuary
1	Junior Actuary
2	Journeyman Actuary
3	Senior Actuary
4	SME - Actuary
SOC No.	SOC Title and Functional Description
15-2011	Actuaries - Analyze statistical data, such as mortality, accident, sickness, disability, and retirement rates and construct probability tables to forecast risk and liability for payment of future benefits. May ascertain insurance rates required and cash reserves necessary to ensure payment of future benefits.

Labor ID #	Administrative Professional
5	Junior Administrative Professional
6	Journeyman Administrative Professional
7	Senior Administrative Professional
8	SME – Administrative Professional
SOC No.	SOC Title and Functional Description
43-6011	Executive Secretaries and Executive Administrative Assistants - Provide high-level administrative support by conducting research, preparing statistical reports, handling information requests, and performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings.

Labor ID #	Editor
9	Junior Editor
10	Journeyman Editor
11	Senior Editor
12	SME –Editor
SOC No.	SOC Title and Functional Descriptions (These SOC's are combined into one labor category)
27-3041	Editors - Plan, coordinate, or edit content of material for publication. May review proposals and drafts for possible publication. Includes technical editors.

Labor ID #	Investigator
13	Junior Investigator
14	Journeyman Investigator
15	Senior Investigator
16	SME - Investigator
SOC No.	SOC Title and Functional Description
33-9021	Private Detectives and Investigators - Gather, analyze, compile and report information regarding individuals or organizations to clients, or detect occurrences of unlawful acts or infractions of rules.

Labor ID #	Operations Research Analyst
17	Junior Operations Research Analyst
18	Journeyman Operations Research Analyst
19	Senior Operations Research Analyst
20	SME – Operations Research Analyst
SOC No.	SOC Title and Functional Description
15-2031	Operations Research Analyst - Formulate and apply mathematical modeling and other optimizing methods to develop and interpret information that assists management with decision making, policy formulation, or other managerial functions. May collect and analyze data and develop decision support software, service, or products. May develop and supply optimal time, cost, or logistics networks for program evaluation, review, or implementation.

Labor ID #	Public Relations Specialist
21	Junior Public Relations Specialist
22	Journeyman Public Relations Specialist
23	Senior Public Relations Specialist
24	SME – Public Relations Specialist
SOC No.	SOC Title and Functional Description
27-3031	Public Relations Specialist - Engage in promoting or creating an intended public image for individuals, groups, or organizations. May write or select material for release to various communications media.

Labor ID #	Statistician
25	Junior Statistician
26	Journeyman Statistician
27	Senior Statistician
28	SME - Statistician
SOC No.	SOC Title and Functional Description
15-2041	Statistician - Develop or apply mathematical or statistical theory and methods to collect, organize, interpret, and summarize numerical data to provide usable information. May specialize in fields such as bio-statistics, agricultural statistics, business statistics, or economic statistics. Includes mathematical and survey statisticians. Excludes "Survey Researchers" (19-3022).
Labor ID #	Writer
29	Junior Writer
30	Journeyman Writer
31	Senior Writer
32	SME – Writer
SOC No.	SOC Title and Functional Descriptions (These SOC's are combined into one labor category)
27-3043	Writers and Authors - Originate and prepare written material, such as scripts, stories, advertisements, and other material.

GROUPED LABOR CATEGORIES

The following labor category groups correspond to groups of SOC Numbers, Titles, and Functional Descriptions. These labor category groups were established based upon BLS published data regarding direct labor compensation across multiple SOC numbers. The multiple SOC Numbers within each labor category group have similar salaries based upon the BLS data.

Labor ID #	Business and Financial Operations Specialist Group 1
33	Junior Business and Financial Operations Specialist Group 1
34	Journeyman Business and Financial Operations Specialist Group 1
35	Senior Business and Financial Operations Specialist Group 1
36	SME – Business and Financial Operations Specialist Group 1
SOC No.	SOC Titles and Functional Descriptions

13-2061	Financial Examiners - Enforce or ensure compliance with laws and regulations governing financial and securities institutions and financial and real estate transactions. May examine, verify, or authenticate records.
13-2072	Loan Officers - Evaluate, authorize, or recommend approval of commercial, real estate, or credit loans. Advise borrowers on financial status and payment methods. Includes mortgage loan officers and agents, collection analysts, loan servicing officers, and loan underwriters.

Labor ID #	Business and Financial Operations Specialist Group 2
37	Junior Business and Financial Operations Specialist Group 2
38	Journeyman Business and Financial Operations Specialist Group 2
39	Senior Business and Financial Operations Specialist Group 2
40	SME - Business and Financial Operations Specialist Group 2
SOC No.	SOC Titles and Functional Descriptions
13-1111	Management Analysts - Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Excludes "Computer Systems Analysts" (15-1121) and "Operations Research Analysts" (15-2031).
13-2041	Credit Analysts - Analyze credit data and financial statements of individuals or firms to determine the degree of risk involved in extending credit or lending money. Prepare reports with credit information for use in decision making.
13-2051	Financial Analysts - Conduct quantitative analyses of information affecting investment programs of public or private institutions.

Labor ID #	Business and Financial Operations Specialist Group 3
41	Junior Business and Financial Operations Specialist Group 3
42	Journeyman Business and Financial Operations Specialist Group 3
43	Senior Business and Financial Operations Specialist Group 3
44	SME - Business and Financial Operations Specialist Group 3
SOC No.	SOC Titles and Functional Descriptions
13-1199	Business Operations Specialists, all other - All business operations specialists not listed separately.
13-1081	Logisticians - Analyze and coordinate the logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources. Excludes "Transportation, Storage, and Distribution Managers" (11-3071).
13-2011	Accountants and Auditors - Examine, analyze, and interpret accounting records to prepare financial statements, give advice, or audit and evaluate statements prepared by others. Install or advise on systems of recording costs or other financial and budgetary data. Excludes "Tax Examiners and Collectors, and Revenue Agents" (13-2081).
13-2053	Insurance Underwriters - Review individual applications for insurance to evaluate degree of risk involved and determine acceptance of applications.

Labor ID #	Business and Financial Operations Specialist Group 4
45	Junior Business and Financial Operations Specialist Group 4
46	Journeyman Business and Financial Operations Specialist Group 4
47	Senior Business and Financial Operations Specialist Group 4
48	SME - Business and Financial Operations Specialist Group 4
SOC No.	SOC Titles and Functional Descriptions
13-1021	Buyers and Purchasing Agents, Farm Products - Purchase farm products either for further processing or resale. Includes tree farm contractors, grain brokers and market operators, grain buyers, and tobacco buyers.
13-1022	Wholesale and Retail Buyers, except farm products - Buy merchandise or commodities, other than farm products, for resale to consumers at the wholesale or retail level, including both durable and nondurable goods. Analyze past buying trends, sales records, price, and quality of merchandise to determine value and yield. Select, order, and authorize payment for merchandise according to

	contractual agreements. May conduct meetings with sales personnel and introduce new products. Includes assistant wholesale and retail buyers of nonfarm products.
13-1023	Purchasing Agents, Except Wholesale, Retail, and Farm Products - Purchase machinery, equipment, tools, parts, supplies, or services necessary for the operation of an establishment. Purchase raw or semi-finished materials for manufacturing. Excludes "Buyers and Purchasing Agents, Farm Products" (13-1021) and "Wholesale and Retail Buyers, Except Farm Products" (13-1022).
13-1031	Claims Adjusters, Examiners, and Investigators - Review settled claims to determine that payments and settlements are made in accordance with company practices and procedures. Confer with legal counsel on claims requiring litigation. May also settle insurance claims. Excludes "Fire Inspectors and Investigators" (33-2021).
13-1032	Insurance Appraisers, Auto Damage - Appraise automobile or other vehicle damage to determine repair costs for insurance claim settlement. Prepare insurance forms to indicate repair cost or cost estimates and recommendations. May seek agreement with automotive repair shop on repair costs.
13-1041	Compliance Officers - Examine, evaluate, and investigate eligibility for or conformity with laws and regulations governing contract compliance of licenses and permits, and perform other compliance and enforcement inspection and analysis activities not classified elsewhere. Excludes "Financial Examiners" (13-2061), "Tax Examiners and Collectors, and Revenue Agents" (13-2081), "Occupational Health and Safety Specialists" (29-9011), "Occupational Health and Safety Technicians" (29-9012), "Transportation Security Screeners" (33-9093), "Agricultural Inspectors" (45-2011), "Construction and Building Inspectors" (47-4011), and "Transportation Inspectors" (53-6051).
13-1051	Cost Estimators - Prepare cost estimates for product manufacturing, construction projects, or services to aid management in bidding on or determining price of product or service. May specialize according to particular service performed or type of product manufactured.
13-1071	Human Resources Specialists - Perform activities in the human resource area. Includes employment specialists who screen, recruit, interview, and place workers. Excludes "Compensation, Benefits, and Job Analysis Specialists" (13-1141) and "Training and Development Specialists" (13-1151).
13-1075	Labor Relations Specialists - Resolve disputes between workers and managers, negotiate collective bargaining agreements, or coordinate grievance procedures to handle employee complaints. Excludes equal employment opportunity (EEO) officers who are included in "Compliance Officers" (13-1041).
13-1121	Meeting, Convention, and Event Planners - Coordinate activities of staff, convention personnel, or clients to make arrangements for group meetings, events, or conventions.
13-1141	Compensation, Benefits, and Job Analysis Specialists - Conduct programs of compensation and benefits and job analysis for employer. May specialize in specific areas, such as position classification and pension programs.
13-1151	Training and Development Specialists - Design and conduct training and development programs to improve individual and organizational performance. May analyze training needs.
13-1161	Market Research Analysts and Marketing Specialists - Research market conditions in local, regional, or national areas, or gather information to determine potential sales of a product or service, or create a marketing campaign. May gather information on competitors, prices, sales, and methods of marketing and distribution.
13-2021	Appraisers and Assessors of Real Estate - Appraise real property and estimate its fair value. May assess taxes in accordance with prescribed schedules.
13-2031	Budget Analysts - Examine budget estimates for completeness, accuracy, and conformance with procedures and regulations. Analyze budgeting and accounting reports.
13-2071	Credit Counselors - Advise and educate individuals or organizations on acquiring and managing debt. May provide guidance in determining the best type of loan and explaining loan requirements or restrictions. May help develop debt management plans, advise on credit issues, or provide budget, mortgage, and bankruptcy counseling.
13-2081	Tax Examiners and Collectors, and Revenue Agents - Determine tax liability or collect taxes from individuals or business firms according to prescribed laws and regulations.
13-2082	Tax Preparers - Prepare tax returns for individuals or small businesses. Excludes "Accountants and Auditors" (13-2011).
13-2099	Financial Specialists, all other - All financial specialists not listed separately.

Labor ID #	Engineer Group 1
49	Junior Engineer Group 1
50	Journeyman Engineer Group 1
51	Senior Engineer Group 1
52	SME - Engineer Group 1
SOC No.	SOC Title and Functional Description
17-2171	Petroleum Engineers - Devise methods to improve oil and gas extraction and production and determine the need for new or modified tool designs. Oversee drilling and offer technical advice.

Labor ID #	Engineer Group 2
53	Junior Engineer Group 2
54	Journeyman Engineer Group 2
55	Senior Engineer Group 2
56	SME - Engineer Group 2
SOC No.	SOC Titles and Functional Descriptions
17-2041	Chemical Engineers - Design chemical plant equipment and devise processes for manufacturing chemicals and products, such as gasoline, synthetic rubber, plastics, detergents, cement, paper, and pulp, by applying principles and technology of chemistry, physics, and engineering.

Labor ID #	Engineer Group 3
57	Junior Engineer Group 3
58	Journeyman Engineer Group 3
59	Senior Engineer Group 3
60	SME - Engineer Group 3
SOC No.	SOC Titles and Functional Descriptions
17-2011	Aerospace Engineers - Perform engineering duties in designing, constructing, and testing aircraft, missiles, and spacecraft. May conduct basic and applied research to evaluate adaptability of materials and equipment to aircraft design and manufacture. May recommend improvements in testing equipment and techniques.
17-2031	Biomedical Engineers - Apply knowledge of engineering, biology, and biomechanical principles to the design, development, and evaluation of biological and health systems and products, such as artificial organs, prostheses, instrumentation, medical information systems, and health management and care delivery systems.
17-2081	Environmental Engineers - Research, design, plan, or perform engineering duties in the prevention, control, and remediation of environmental hazards using various engineering disciplines. Work may include waste treatment, site remediation, or pollution control technology.
17-2112	Industrial Engineers - Design, develop, test, and evaluate integrated systems for managing industrial production processes, including human work factors, quality control, inventory control, logistics and material flow, cost analysis, and production coordination. Excludes "Health and Safety Engineers, Except Mining Safety Engineers and Inspectors" (17-2111).
17-2151	Mining and Geological Engineers, including Mining Safety Engineers - Conduct sub-surface surveys to identify the characteristics of potential land or mining development sites. May specify the ground support systems, processes and equipment for safe, economical, and environmentally sound extraction or underground construction activities. May inspect areas for unsafe geological conditions, equipment, and working conditions. May design, implement, and coordinate mine safety programs. Excludes "Petroleum Engineers" (17-2171).
17-2161	Nuclear Engineers - Conduct research on nuclear engineering projects or apply principles and theory of nuclear science to problems concerned with release, control, and use of nuclear energy and nuclear waste disposal.

Labor ID #	Engineer Group 4
61	Junior Engineer Group 4
62	Journeyman Engineer Group 4
63	Senior Engineer Group 4

64	SME - Engineer Group 4
SOC No.	SOC Titles and Functional Descriptions
17-2051	Civil Engineers - Perform engineering duties in planning, designing, and overseeing construction and maintenance of building structures, and facilities, such as roads, railroads, airports, bridges, harbors, channels, dams, irrigation projects, pipelines, power plants, and water and sewage systems. Includes architectural, structural, traffic, ocean, and geo-technical engineers. Excludes "Hydrologists" (19-2043).
17-2071	Electrical Engineers - Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use. Excludes "Computer Hardware Engineers" (17-2061).
17-2072	Electronics Engineers, Except Computer - Research, design, develop, or test electronic components and systems for commercial, industrial, military, or scientific use employing knowledge of electronic theory and materials properties. Design electronic circuits and components for use in fields such as telecommunications, aerospace guidance and propulsion control, acoustics, or instruments and controls. Excludes "Computer Hardware Engineers" (17-2061).
17-2111	Health and Safety Engineers, except mining safety engineers and inspectors - Promote worksite or product safety by applying knowledge of industrial processes, mechanics, chemistry, psychology, and industrial health and safety laws. Includes industrial product safety engineers.
17-2121	Marine Engineers and Naval Architects - Design, develop, and evaluate the operation of marine vessels, ship machinery, and related equipment, such as power supply and propulsion systems.
17-2131	Materials Engineers - Evaluate materials and develop machinery and processes to manufacture materials for use in products that must meet specialized design and performance specifications. Develop new uses for known materials. Includes those engineers working with composite materials or specializing in one type of material, such as graphite, metal and metal alloys, ceramics and glass, plastics and polymers, and naturally occurring materials. Includes metallurgists and metallurgical engineers, ceramic engineers, and welding engineers.
17-2141	Mechanical Engineers - Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment. Oversee installation, operation, maintenance, and repair of equipment such as centralized heat, gas, water, and steam systems.
17-2199	Engineers, all other - All engineers not listed separately.

Labor ID #	Engineer Group 5
65	Junior Engineer Group 5
66	Journeyman Engineer Group 5
67	Senior Engineer Group 5
68	SME - Engineer Group 5
SOC No.	SOC Titles and Functional Descriptions
17-1021	Cartographers and Photogrammetrists - Collect, analyze, and interpret geographic information provided by geodetic surveys, aerial photographs, and satellite data. Research, study, and prepare maps and other spatial data in digital or graphic form for legal, social, political, educational, and design purposes. May work with Geographic Information Systems (GIS). May design and evaluate algorithms, data structures, and user interfaces for GIS and mapping systems.
17-1022	Surveyors - Make exact measurements and determine property boundaries. Provide data relevant to the shape, contour, gravitation, location, elevation, or dimension of land or land features on or near the earth's surface for engineering, mapmaking, mining, land evaluation, construction, and other purposes.
17-2021	Agriculture Engineers - Apply knowledge of engineering technology and biological science to agricultural problems concerned with power and machinery, electrification, structures, soil and water conservation, and processing of agricultural products.

Labor ID #	Manager Group 1
69	Junior Manager Group 1
70	Journeyman Manager Group 1
71	Senior Manager Group 1
72	SME - Manager Group 1

SOC No.	SOC Titles and Functional Descriptions
11-1021	General and Operations Managers - Plan, direct, or coordinate the operations of public or private sector organizations. Duties and responsibilities include formulating policies, managing daily operations, and planning the use of materials and human resources, but are too diverse and general in nature to be classified in any one functional area of management or administration, such as personnel, purchasing, or administrative services. Excludes First-Line Supervisors.
11-2011	Advertising and Promotions Managers - Plan, direct, or coordinate advertising policies and programs or produce collateral materials, such as posters, contests, coupons, or give-aways, to create extra interest in the purchase of a product or service for a department, an entire organization, or on an account basis.
11-2021	Marketing Managers - Plan, direct, or coordinate marketing policies and programs, such as determining the demand for products and services offered by a firm and its competitors, and identify potential customers. Develop pricing strategies with the goal of maximizing the firm's profits or share of the market while ensuring the firm's customers are satisfied. Oversee product development or monitor trends that indicate the need for new products and services.
11-2022	Sales Managers - Plan, direct, or coordinate the actual distribution or movement of a product or service to the customer. Coordinate sales distribution by establishing sales territories, quotas, and goals and establish training programs for sales representatives. Analyze sales statistics gathered by staff to determine sales potential and inventory requirements and monitor the preferences of customers.
11-3031	Financial Managers - Plan, direct, or coordinate accounting, investing, banking, insurance, securities, and other financial activities of a branch, office, or department of an establishment.
11-9061	Funeral Service Managers - Plan, direct, or coordinate the services or resources of funeral homes. Includes activities such as determining prices for services or merchandise and managing the facilities of funeral homes. Excludes "Morticians, Undertakers, and Funeral Directors" (39-4031).

Labor ID #	Manager Group 2
73	Junior Manager Group 2
74	Journeyman Manager Group 2
75	Senior Manager Group 2
76	SME - Manager Group 2
SOC No.	SOC Titles and Functional Descriptions
11-2031	Public Relations and Fundraising Managers - Plan, direct, or coordinate activities designed to create or maintain a favorable public image or raise issue awareness for their organization or client; or if engaged in fundraising, plan, direct, or coordinate activities to solicit and maintain funds for special projects or nonprofit organizations.
11-3111	Compensation and Benefits Managers - Plan, direct, or coordinate compensation and benefits activities of an organization. Job analysis and position description managers are included in "Human Resource Managers" (11-3121).
11-9041	Architectural and Engineering Managers - Plan, direct, or coordinate activities in such fields as architecture and engineering or research and development in these fields. Excludes "Natural Sciences Managers" (11-9121).
11-9121	Natural Science Managers - Plan, direct, or coordinate activities in such fields as life sciences, physical sciences, mathematics, statistics, and research and development in these fields. Excludes "Architecture and Engineering Managers" (11-9041) and "Computer and Information Systems Managers" (11-3021).
11-9199	Managers, all other - All managers not listed separately.

Labor ID #	Manager Group 3
77	Junior Manager Group 3
78	Journeyman Manager Group 3
79	Senior Manager Group 3
80	SME - Manager Group 3
SOC No.	SOC Titles and Functional Descriptions
11-3011	Administrative Services Managers - Plan, direct, or coordinate one or more administrative services of

	an organization, such as records and information management, mail distribution, facilities planning and maintenance, custodial operations, and other office support services. Medical records administrators are included in "Medical and Health Services Managers" (11-9111). Excludes "Purchasing Managers" (11-3061).
11-3051	Industrial Production Managers - Plan, direct, or coordinate the work activities and resources necessary for manufacturing products in accordance with cost, quality, and quantity specifications.
11-3061	Purchasing Managers - Plan, direct, or coordinate the activities of buyers, purchasing officers, and related workers involved in purchasing materials, products, and services. Includes wholesale or retail trade merchandising managers and procurement managers.
11-3071	Transportation, Storage, and Distribution Managers - Plan, direct, or coordinate transportation, storage, or distribution activities in accordance with organizational policies and applicable government laws or regulations. Includes logistics managers.
11-3121	Human Resources Managers - Plan, direct, or coordinate human resources activities and staff of an organization. Excludes managers who primarily focus on compensation and benefits (11-3111) and training and development (11-3131).
11-3131	Training and Development Managers - Plan, direct, or coordinate the training and development activities and staff of an organization.
11-9013	Farmers, Ranchers, and other Agricultural Managers - Plan, direct, or coordinate the management or operation of farms, ranches, greenhouses, aquacultural operations, nurseries, timber tracts, or other agricultural establishments. May hire, train, and supervise farm workers or contract for services to carry out the day-to-day activities of the managed operation. May engage in or supervise planting, cultivating, harvesting, and financial and marketing activities. Excludes "First-Line Supervisors of Farming, Fishing, and Forestry Workers" (45-1011).
11-9021	Construction Managers - Plan, direct, or coordinate, usually through subordinate supervisory personnel, activities concerned with the construction and maintenance of structures, facilities, and systems. Participate in the conceptual development of a construction project and oversee its organization, scheduling, budgeting, and implementation. Includes managers in specialized construction fields, such as carpentry or plumbing.
11-9033	Education Administrators, Postsecondary - Plan, direct, or coordinate research, instructional, student administration and services, and other educational activities at postsecondary institutions, including universities, colleges, and junior and community colleges.
11-9039	Education Administrators, All Other - All education administrators not listed separately.
11-9081	Lodging Managers - Plan, direct, or coordinate activities of an organization or department that provides lodging and other accommodations. Excludes "Food Service Managers" (11-9051) in lodging establishments.
11-9111	Medical and Health Services Managers - Plan, direct, or coordinate medical and health services in hospitals, clinics, managed care organizations, public health agencies, or similar organizations.
11-9141	Property, Real Estate, and Community Association Managers - Plan, direct, or coordinate the selling, buying, leasing, or governance activities of commercial, industrial, or residential real estate properties. Includes managers of homeowner and condominium associations, rented or leased housing units, buildings, or land (including rights-of-way).

Labor ID #	Manager Group 4
81	Junior Manager Group 4
82	Journeyman Manager Group 4
83	Senior Manager Group 4
84	SME - Manager Group 4
SOC No.	SOC Titles and Functional Descriptions
11-9031	Education Administrators, Preschool and Childcare Center/Program - Plan, direct, or coordinate the academic and nonacademic activities of preschool and childcare centers or programs. Excludes "Preschool Teachers" (25-2011).
11-9051	Food Service Managers - Plan, direct, or coordinate activities of an organization or department that serves food and beverages. Excludes "Chefs and Head Cooks" (35-1011).
11-9131	Postmasters and Mail Superintendents - Plan, direct, or coordinate operational, administrative,

	management, and supportive services of a U.S. post office; or coordinate activities of workers engaged in postal and related work in assigned post office.
11-9151	Social and Community Service Managers - Plan, direct, or coordinate the activities of a social service program or community outreach organization. Oversee the program or organization's budget and policies regarding participant involvement, program requirements, and benefits. Work may involve directing social workers, counselors, or probation officers.
11-9161	Emergency Management Directors - Plan and direct disaster response or crisis management activities, provide disaster preparedness training, and prepare emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, or technological (e.g., nuclear power plant emergencies or hazardous materials spills) disasters or hostage situations.

Labor ID #	Scientists and Science Technicians Group 1
85	Junior Scientists and Science Technicians Group 1
86	Journeyman Scientists and Science Technicians Group 1
87	Senior Scientists and Science Technicians Group 1
88	SME - Scientists and Science Technicians Group 1
SOC No.	SOC Title and Functional Description
19-1042	Medical Scientists, except Epidemiologists - Conduct research dealing with the understanding of human diseases and the improvement of human health. Engage in clinical investigation, research and development, or other related activities. Includes physicians, dentists, public health specialists, pharmacologists, and medical pathologists who primarily conduct research. Practitioners who primarily provide medical or dental care or dispense drugs are included in "Health Diagnosing and Treating Practitioners" (29-1000).

Labor ID #	Scientists and Science Technicians Group 2
89	Junior Scientists and Science Technicians Group 2
90	Journeyman Scientists and Science Technicians Group 2
91	Senior Scientists and Science Technicians Group 2
92	SME - Scientists and Science Technicians Group 2
SOC No.	SOC Titles and Functional Descriptions
19-1011	Animal Scientist - Conduct research in the genetics, nutrition, reproduction, growth, and development of domestic farm animals.
19-1021	Biochemists and Biophysicists - Study the chemical composition or physical principles of living cells and organisms, their electrical and mechanical energy, and related phenomena. May conduct research to further understanding of the complex chemical combinations and reactions involved in metabolism, reproduction, growth, and heredity. May determine the effects of foods, drugs, serums, hormones, and other substances on tissues and vital processes of living organisms.
19-2012	Physicists - Conduct research into physical phenomena, develop theories on the basis of observation and experiments, and devise methods to apply physical laws and theories. Excludes "Biochemists and Biophysicists" (19-1021).
19-2042	Geoscientists, except Hydrologists and Geographers - Study the composition, structure, and other physical aspects of the Earth. May use geological, physics, and mathematics knowledge in exploration for oil, gas, minerals, or underground water; or in waste disposal, land reclamation, or other environmental problems. May study the Earth's internal composition, atmospheres, oceans, and its magnetic, electrical, and gravitational forces. Includes mineralogists, crystallographers, paleontologists, stratigraphers, geodesists, and seismologists.

Labor ID #	Scientists and Science Technicians Group 3
93	Junior Scientists and Science Technicians Group 3
94	Journeyman Scientists and Science Technicians Group 3
95	Senior Scientists and Science Technicians Group 3
96	SME - Scientists and Science Technicians Group 3
SOC No.	SOC Titles and Functional Descriptions
19-1023	Zoologist and Wildlife Biologist - Study the origins, behavior, diseases, genetics, and life processes of

	animals and wildlife. May specialize in wildlife research and management. May collect and analyze biological data to determine the environmental effects of present and potential use of land and water habitats.
19-1029	Biological Scientists, all other - All biological scientists not listed separately.
19-1099	Life Scientists, all other - All life scientists not listed separately.
19-2011	Astronomers - Observe, research, and interpret astronomical phenomena to increase basic knowledge or apply such information to practical problems.
19-2031	Chemists - Conduct qualitative and quantitative chemical analyses or experiments in laboratories for quality or process control or to develop new products or knowledge. Excludes "Geoscientists, Except Hydrologists and Geographers" (19-2042) and "Biochemists and Biophysicists" (19-1021).
19-2041	Environmental Scientists and Specialists, Including Health - Conduct research or perform investigation for the purpose of identifying, abating, or eliminating sources of pollutants or hazards that affect either the environment or the health of the population. Using knowledge of various scientific disciplines, may collect, synthesize, study, report, and recommend action based on data derived from measurements or observations of air, food, soil, water, and other sources. Excludes "Zoologists and Wildlife Biologists" (19-1023), "Conservation Scientists" (19-1031), "Forest and Conservation Technicians" (19-4093), "Fish and Game Wardens" (33-3031), and "Forest and Conservation Workers" (45-4011).
19-2043	Hydrologists - Research the distribution, circulation, and physical properties of underground and surface waters; and study the form and intensity of precipitation, its rate of infiltration into the soil, movement through the earth, and its return to the ocean and atmosphere.
19-2099	Physical Scientists, All Other - All physical scientists not listed separately.
19-3011	Economists - Conduct research, prepare reports, or formulate plans to address economic problems related to the production and distribution of goods and services or monetary and fiscal policy. May collect and process economic and statistical data using sampling techniques and econometric methods. Excludes "Market Research Analysts and Marketing Specialists" (13-1161).
19-3032	Industrial-Organizational Psychologists - Apply principles of psychology to human resources, administration, management, sales, and marketing problems. Activities may include policy planning; employee testing and selection, training and development; and organizational development and analysis. May work with management to organize the work setting to improve worker productivity.
19-3039	Psychologists, all other - All psychologists not listed separately.
19-3041	Sociologists - Study human society and social behavior by examining the groups and social institutions that people form, as well as various social, religious, political, and business organizations. May study the behavior and interaction of groups, trace their origin and growth, and analyze the influence of group activities on individual members.
19-3092	Geographers - Study the nature and use of areas of the Earth's surface, relating and interpreting interactions of physical and cultural phenomena. Conduct research on physical aspects of a region, including land forms, climates, soils, plants, and animals, and conduct research on the spatial implications of human activities within a given area, including social characteristics, economic activities, and political organization, as well as researching interdependence between regions at scales ranging from local to global.
19-3094	Political Scientists - Study the origin, development, and operation of political systems. May study topics, such as public opinion, political decision-making, and ideology. May analyze the structure and operation of governments, as well as various political entities. May conduct public opinion surveys, analyze election results, or analyze public documents. Excludes "Survey Researchers" (19-3022).
19-4041	Geological and Petroleum Technicians - Assist scientists or engineers in the use of electronic, sonic, or nuclear measuring instruments in both laboratory and production activities to obtain data indicating potential resources such as metallic ore, minerals, gas, coal, or petroleum. Analyze mud and drill cuttings. Chart pressure, temperature, and other characteristics of wells or bore holes. Investigate and collect information leading to the possible discovery of new metallic ore, minerals, gas, coal, or petroleum deposits.
19-4051	Nuclear Technicians - Assist nuclear physicists, nuclear engineers, or other scientists in laboratory or production activities. May operate, maintain, or provide quality control for nuclear testing and research equipment. May monitor radiation.

Labor ID #	Scientists and Science Technicians Group 4
97	Junior Scientists and Science Technicians Group 4
98	Journeyman Scientists and Science Technicians Group 4
99	Senior Scientists and Science Technicians Group 4
100	SME - Scientists and Science Technicians Group 4
SOC No.	SOC Titles and Functional Descriptions
19-1012	Food Scientists and Technologists - Use chemistry, microbiology, engineering, and other sciences to study the principles underlying the processing and deterioration of foods; analyze food content to determine levels of vitamins, fat, sugar, and protein; discover new food sources; research ways to make processed foods safe, palatable, and healthful; and apply food science knowledge to determine best ways to process, package, preserve, store, and distribute food.
19-1013	Soil and Plant Scientist - Conduct research in breeding, physiology, production, yield, and management of crops and agricultural plants or trees, shrubs, and nursery stock, their growth in soils, and control of pests; or study the chemical, physical, biological, and mineralogical composition of soils as they relate to plant or crop growth. May classify and map soils and investigate effects of alternative practices on soil and crop productivity.
19-1022	Microbiologists - Investigate the growth, structure, development, and other characteristics of microscopic organisms, such as bacteria, algae, or fungi. Includes medical microbiologists who study the relationship between organisms and disease or the effects of antibiotics on microorganisms.
19-1031	Conservation Scientist - Manage, improve, and protect natural resources to maximize their use without damaging the environment. May conduct soil surveys and develop plans to eliminate soil erosion or to protect rangelands. May instruct farmers, agricultural production managers, or ranchers in best ways to use crop rotation, contour plowing, or terracing to conserve soil and water; in the number and kind of livestock and forage plants best suited to particular ranges; and in range and farm improvements, such as fencing and reservoirs for stock watering. Excludes "Zoologists and Wildlife Biologists" (19-1023) and "Foresters" (19-1032).
19-1041	Epidemiologists - Investigate and describe the determinants and distribution of disease, disability, or health outcomes. May develop the means for prevention and control.
19-2021	Atmospheric and Space Scientists - Investigate atmospheric phenomena and interpret meteorological data, gathered by surface and air stations, satellites, and radar to prepare reports and forecasts for public and other uses. Includes weather analysts and forecasters whose functions require the detailed knowledge of meteorology.
19-2032	Materials Scientists - Research and study the structures and chemical properties of various natural and synthetic or composite materials, including metals, alloys, rubber, ceramics, semiconductors, polymers, and glass. Determine ways to strengthen or combine materials or develop new materials with new or specific properties for use in a variety of products and applications. Includes glass scientists, ceramic scientists, metallurgical scientists, and polymer scientists.
19-3022	Survey Researchers - Plan, develop, or conduct surveys. May analyze and interpret the meaning of survey data, determine survey objectives, or suggest or test question wording. Includes social scientists who primarily design questionnaires or supervise survey teams. Excludes "Market Research Analysts and Marketing Specialists" (13-1161) and "Statisticians" (15-2041).
19-3031	Clinical, Counseling, and School Psychologists - Diagnose and treat mental disorders; learning disabilities; and cognitive, behavioral, and emotional problems, using individual, child, family, and group therapies. May design and implement behavior modification programs.
19-3051	Urban and Regional Planners - Develop comprehensive plans and programs for use of land and physical facilities of jurisdictions, such as towns, cities, counties, and metropolitan areas.
19-3091	Anthropologists and Archeologists - Study the origin, development, and behavior of human beings. May study the way of life, language, or physical characteristics of people in various parts of the world. May engage in systematic recovery and examination of material evidence, such as tools or pottery remaining from past human cultures, in order to determine the history, customs, and living habits of earlier civilizations.
19-3099	Social Scientists and Related Workers, all other - All social scientists and related workers not listed separately.
19-4061	Social Science Research Assistants - Assist social scientists in laboratory, survey, and other social science research. May help prepare findings for publication and assist in laboratory analysis, quality

	control, or data management. Excludes "Graduate Teaching Assistants" (25-1191).
19-4092	Forensic Science Technicians - Collect, identify, classify, and analyze physical evidence related to criminal investigations. Perform tests on weapons or substances, such as fiber, hair, and tissue to determine significance to investigation. May testify as expert witnesses on evidence or crime laboratory techniques. May serve as specialists in area of expertise, such as ballistics, fingerprinting, handwriting, or biochemistry.
19-4099	Life, Physical, and Social Science Technicians, all other - All life, physical, and social science technicians not listed separately.

Labor ID #	Scientists and Science Technicians Group 5
101	Junior Scientists and Science Technicians Group 5
102	Journeyman Scientists and Science Technicians Group 5
103	Senior Scientists and Science Technicians Group 5
104	SME - Scientists and Science Technicians Group 5
SOC No.	SOC Titles and Functional Descriptions
19-1032	Foresters - Manage public and private forested lands for economic, recreational, and conservation purposes. May inventory the type, amount, and location of standing timber, appraise the timber's worth, negotiate the purchase, and draw up contracts for procurement. May determine how to conserve wildlife habitats, creek beds, water quality, and soil stability, and how best to comply with environmental regulations. May devise plans for planting and growing new trees, monitor trees for healthy growth, and determine optimal harvesting schedules.
19-3093	Historians - Research, analyze, record, and interpret the past as recorded in sources, such as government and institutional records, newspapers and other periodicals, photographs, interviews, films, electronic media, and unpublished manuscripts, such as personal diaries and letters.
19-4011	Agricultural and Food Science Technicians - Work with agricultural and food scientists in food, fiber, and animal research, production, and processing; and assist with animal breeding and nutrition. Conduct tests and experiments to improve yield and quality of crops or to increase the resistance of plants and animals to disease or insects. Includes technicians who assist food scientists or technologists in the research and development of production technology, quality control, packaging, processing, and use of foods.
19-4021	Biological Technicians - Assist biological and medical scientists in laboratories. Set up, operate, and maintain laboratory instruments and equipment, monitor experiments, make observations, and calculate and record results. May analyze organic substances, such as blood, food, and drugs.
19-4031	Chemical Technicians - Conduct chemical and physical laboratory tests to assist scientists in making qualitative and quantitative analyses of solids, liquids, and gaseous materials for research and development of new products or processes, quality control, maintenance of environmental standards, and other work involving experimental, theoretical, or practical application of chemistry and related sciences.
19-4091	Environmental Science and Protection Technicians, including Health - Perform laboratory and field tests to monitor the environment and investigate sources of pollution, including those that affect health, under the direction of an environmental scientist, engineer, or other specialist. May collect samples of gases, soil, water, and other materials for testing.
19-4093	Forest and Conservation Technicians - Provide technical assistance regarding the conservation of soil, water, forests, or related natural resources. May compile data pertaining to size, content, condition, and other characteristics of forest tracts, under the direction of foresters; or train and lead forest workers in forest propagation, fire prevention and suppression. May assist conservation scientists in managing, improving, and protecting rangelands and wildlife habitats. Excludes "Conservation Scientists" (19-1031) and "Foresters" (19-1032).

**AWARD FEE DETERMINATION PLAN (AFDP)
for
United States Africa Command (USAFRICOM)
Command, Control, Communications, Computers, Intelligence, Surveillance, and
Reconnaissance (C4ISR)
Task Order 47QFCA18F0079**

This AFDP is applicable to Period One (Dates inserted at Task Order Award)

SECTION 1: INTRODUCTION

This Award Fee Determination Plan (AFDP) provides procedures for evaluating the contractor's performance on the USAFRICOM C4ISR Task Order (TO) on a Cost-Plus-Award-Fee (CPAF) basis for TO 47QFCA18F0079. A Quality Assurance Surveillance Plan (QASP) is required under Federal Acquisition Regulation (FAR) 46.401; this AFDP replaces the QASP for the work performed on a CPAF basis. The AFDP may be revised unilaterally by the Government at any time during the period of performance. The Government will make every attempt to provide changes to the contractor 15 workdays prior to the start of the evaluation period to which the change will apply. The AFDP may be re-evaluated each evaluation period with input from the contractor. The award fee objective for this TO is to afford the contractor the opportunity to earn award fee commensurate with optimum performance:

- a. By providing a workable AFDP with a high probability of successful implementation.
- b. By clearly communicating evaluation procedures that provide effective two-way communication between the contractor and the Government.
- c. By focusing the contractor on areas of greatest importance in order to motivate outstanding performance.

The amount of award fee earned and payable to the contractor for achieving specified levels of performance will be determined by the Award Fee Determination Official (AFDO), with the assistance of the Award Fee Evaluation Board (AFEB), per this AFDP. The maximum fee payable for any period is 100 percent of the Award Fee Pool Allocation. The contractor may earn all, part, or none of the award fee allocated to an evaluation period.

Standard terms used in the AFDP are:

- a. Award Fee Pool: The maximum award fee pool established at award.
- b. Award Fee Pool Allocation: The amount of the award fee pool that is allocated and potentially earned from the award fee pool for the specific award fee period subject to the AFDP.

SECTION 2: EVALUATION PERIODS

The Government will evaluate contractor performance every six months to determine award fee payment. Each CPAF labor Contract Line Item Number (CLIN) will contain two distinct Award Fee Evaluation Periods for a twelve-month period. Mid-Period reviews will be scheduled concurrent with in-process reviews as practicable.

Award Fee Evaluation Periods

CLIN(s)	PERIOD	Award Fee Evaluation Period Dates (Month Day, Year)
0001, 0002	1	specific dates filled-in at Task Order Award
0001, 0002	2	specific dates filled-in at Task Order Award
1001, 1002	3	specific dates filled-in at Task Order Award
1001, 1002	4	specific dates filled-in at Task Order Award
2001, 2002	5	specific dates filled-in at Task Order Award
2001, 2002	6	specific dates filled-in at Task Order Award
3001, 3002	7	specific dates filled-in at Task Order Award
3001, 3002	8	specific dates filled-in at Task Order Award
4001, 4002	9	specific dates filled-in at Task Order Award
4001, 4002	10	specific dates filled-in at Task Order Award

The Award Fee Evaluation Periods may be changed at the unilateral discretion of the Government.

SECTION 3: AWARD FEE POOL ALLOCATION FORMULA

3.1 Maximum Award Fee

The maximum Award Fee Pool for TO 47QFCA18F0079 over the life of the TO is \$([amount inserted at Task Order Award](#)).

The maximum Award Fee Pool Allocation determined for each period shall never exceed the matching proportional amount of Award Fee listed in TO Section B CLIN for the applicable period of performance.

3.2 Allowable Award Fee Pool Allocation Methods

There are two methods to determine the maximum Award Fee Pool Allocation for each period.

3.2.1 Planned Value

Prior to the start of an award fee evaluation period, the AFDP is incorporated into the TO by modification, identifying in Section 4 and Section 8:

- a. Planned Cost for the Award Fee Evaluation Period (Section 4).
- b. Cost Control Criteria (Section 8).
- c. Service Level Agreements on Cost Control encouraging reductions in cost to achieve higher award fee and/or higher return on sale (Section 8).

3.2.2 Incurred Cost

In the absence of a documented Planned Value, the Award Fee Pool Allocation shall be based on the incurred cost for the period. Incurred cost data shall be provided by the contractor after the end of the Award Fee Evaluation Period, as calculated and reported by the contractor's approved Cost Accounting System. Invoiced cost shall not be used unless incurred cost is not available.

3.3 Prohibited Award Fee Pool Allocation Methods

3.3.1 Funded Cost

Funded cost will inherently exceed incurred cost. Award Fee Pool Allocations based on the funded cost would artificially increase the total effective award fee percentage higher than the negotiated amount at award. Funded cost shall never be utilized.

3.3.2 Estimated Cost

Estimated costs at award will inherently exceed incurred cost. Award Fee Pool Allocations based on the estimated cost would artificially increase the total award fee percentage higher than the negotiated amount at award. Estimated cost shall never be utilized.

3.3.3 Equal Distribution

Equal distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned value and incurred cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation. Equal distribution shall never be utilized.

3.3.4 Weighted Distribution

Weighted distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned Value and Incurred Cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation that correspond inherently to high levels of effort. Weighted distribution shall never be utilized.

3.4 First Award Fee Evaluation Period

The first Award Fee Evaluation Period for all CPAF awards will default to utilizing incurred cost to determine the Award Fee Pool Allocation. Transition activities inherently introduce level of effort variation. A Planned Value cannot be determined prior to award. Subsequent award fee evaluation periods should progress towards Planned Value.

SECTION 4: AWARD FEE PLANNED VALUE / RESULTS REPORTING

4.1 Initial Award Fee Evaluation Period

The Award Fee Planned Value/Results Reporting Table is completed after the end of the first Award Fee Evaluation Period. The fields to be completed are Cost Incurred Amount (\$), Award Fee Pool Allocation Amount (\$), Earned Award Fee (%), Earned Award Fee Amount (\$), and Unearned Fee Amount (\$).

4.2 Second and Subsequent Award Fee Evaluation Period

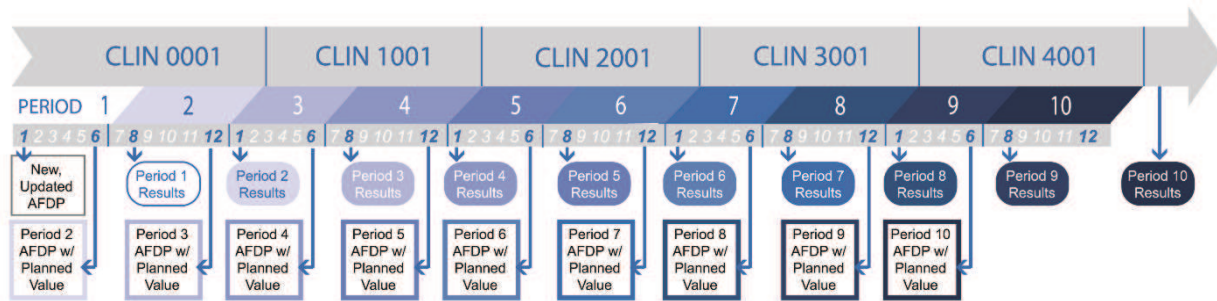
If the Award Fee Pool Allocation methodology is progressing from Incurred Cost to Planned Value, the Planned Value Amount and the Anticipated Funded Cost shall be recorded in the table below prior to the start of the section evaluation period.

The Available Award Fee Pool Allocation Amount, Earned Fee Percent and Amount, and Unearned Fee Amount are completed after each award fee period to record results. If Planned Value allocation was not used, the default Cost Incurred will be reported at the end of the award fee period.

Award Fee Planned Value/Results Reporting Table

Year	Period	Planned Value Amount (\$)	Anticipated Funded Cost	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	Unearned Fee Amount (\$)
Base Year	1							
Base Year	2							
Option Year 1	3							
Option Year 1	4							
Option Year 2	5							
Option Year 2	6							
Option Year 3	7							
Option Year 3	8							
Option Year 4	9							
Option Year 4	10							

Timeline for Planned Value



SECTION 5: AWARD FEE EVALUATION RATINGS

The following table shows the Award Fee Pool Allocation percentage by scores. The definition for each rating adjective is provided below.

Award Fee Pool Allocation Rating/Percentage

Adjectival Rating	Percentage of Fee
Excellent	91%-100%
Very Good	76%-90%
Good	51%-75%
Satisfactory	No Greater than 50%
Unsatisfactory	0%

The performance categories, once graded, describe the overall customer satisfaction with the tasks' key indicators. Contained in the ratings is a word picture of standards that allows each Performance Monitor to work from a common grading scale.

EXCELLENT

Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

VERY GOOD

Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

GOOD

Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

SATISFACTORY

Contractor has met overall, cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award fee evaluation period.

UNSATISFACTORY

Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

SECTION 6: ORGANIZATIONAL STRUCTURE OF AWARD FEE DETERMINATION

6.1 Award Fee Determination Official (AFDO)

The AFDO is the Federal Systems Integration and Management Center (FEDSIM) Group Manager. The FEDSIM Contracting Officer (CO) will appoint the AFDO in writing.

The AFDO's responsibilities are:

- a. Approve the AFDP and authorize any changes to the AFDP throughout the life of the TO.
- b. Approve the members of the AFEB and appoint the AFEB Chairperson.
- c. Review assessments of contractor performance. Feedback coordinated with the AFEB will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.
- d. Determine the amount of award fee the contractor has earned based on its performance during each evaluation period.

6.2 Award Fee Evaluation Board (AFEB)

The AFEB has a Chairperson, Client Representatives, and/or Technical Point(s) of Contact (TPOCs). Other voting members of the AFEB are the FEDSIM Contracting Officer's Representative (COR) and representatives from the Client Organization. The FEDSIM CO is a non-voting advisory member of the AFEB. Additional non-voting board members may be Performance Monitors as deemed appropriate by the AFEB Chairperson. The following table provides the title or role of the individuals that are members of the AFEB. Substitutions are permitted in the event of a schedule conflict, subject to approval by the AFEB Chairperson. Attendance of the non-voting members is not required to convene the AFEB.

AFEB Members

Board Position	Name and Title
Chairperson	<i>Provided at Task Order Award</i>
AFEB Voting Member	<i>Provided at Task Order Award</i>
AFEB Voting Member	<i>Provided at Task Order Award</i>
AFEB Voting Member **	<i>Provided at Task Order Award</i>
AFEB Voting Member **	<i>Provided at Task Order Award</i>
AFEB Voting Member	Jeffrey Smith, FEDSIM Contracting Officer's Representative
AFEB Non-Voting Member	Tommy Thomas, FEDSIM Contracting Officer
AFEB Non-Voting Member(s)	<i>Provided at Task Order Award</i>

**Optional seats. The AFEB Chairperson may appoint as many AFEB Voting members as desired but must have three voting members in addition to the Chairperson.

Non-voting members will participate in AFEB assessments of Performance Monitor evaluations and discussions of award fee recommendations. Additionally, non-voting members are allowed to submit written reports on contractor performance to the AFEB for its consideration.

The responsibilities of the AFEB are:

- a. Recommend to the AFDO the specific elements upon which the contractor will be evaluated for each evaluation period.
- b. Request and obtain performance information from Performance Monitors involved in observing contractor performance.
- c. Evaluate the contractor's performance and summarize its findings and recommendations for the AFDO.
- d. Recommend to the AFDO the percentage of award fee available during an evaluation period which the contractor should receive.

6.2.1 AFEB Chairperson

The responsibilities of the AFEB Chairperson are to:

- a. Conduct AFEB meetings.
- b. Resolve any inconsistencies in the AFEB evaluations.
- c. Ensure AFEB recommendations to the AFDO are timely and made in accordance with the Award Fee Agreement and this AFDP.
- d. Ensure timely payment of award fee earned by the contractor.
- e. Recommend any changes to the AFDP to the AFDO.
- f. Ensure and have overall responsibility for the proper execution of the AFDP including managing the activities of the AFEB.
- g. Exert overall responsibility for all documents and activities associated with the AFEB.
- h. Maintain the award fee files, including current copy of the AFDP, any internal procedures, Performance Monitors' reports, and any other documentation having a bearing on the AFDO's award fee decisions.

6.2.2 Performance Monitors

Government and TO support personnel will be identified by the AFEB Chairperson as Performance Monitors to aid the AFEB in making its recommendation for award fee. Performance Monitors, responsible for the technical administration of specific tasks issued under the contract, document the contractor's performance against evaluation criteria in assigned evaluation areas(s). The primary responsibilities of the Performance Monitors include:

- a. Monitoring, evaluating, and assessing contractor performance in assigned areas.
- b. Preparing evaluation reports (scorecards) that ensure a fair and accurate portrayal of the contractor's performance.
- c. Recommending changes to the AFDP to the AFEB Chairperson.

These Performance Monitors will submit written reports, as required by the AFEB Chairperson, on the contractor's performance to the AFEB for consideration. Submission of reports will be coordinated through the AFEB Chairperson. Procedures and instructions for the Performance Monitors regarding midterm and final evaluations are provided below. The final report will be comprehensive and will be completed and submitted to the AFEB Chairperson in a timely manner.

SECTION 7: AWARD FEE DETERMINATION PROCESS

The contractor shall begin each evaluation period with zero percent of the available award fee and earn award fee based on performance during the evaluation period.

7.1 Monitoring and Assessing Performance

The AFEB Chairperson will assign Performance Monitors for the major performance areas. The Performance Monitors will be selected on the basis of expertise in the prescribed performance areas and/or association with specific technical tasks. The AFEB Chairperson may assign and change Performance Monitors assignments at any time without notice to the contractor. The AFEB Chairperson will ensure that each Performance Monitor and board member has copies of the TO and all modifications, a copy of this AFDP, and all changes and specific instructions for assigned areas.

Performance Monitors will conduct assessments of the contractor performance in their assigned areas. Feedback coordinated with the AFEB Chairperson will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.

7.1.1 Instructions for Performance Monitors

Performance Monitors will maintain a periodic written record of the contractor's performance, including inputs from other Government personnel, in the evaluation areas of responsibility. Performance Monitors will retain informal records used to prepare evaluation reports for 12 months after the completion of an evaluation period to support any inquiries made by the AFDO. Performance Monitors will conduct assessments in an open, objective, and cooperative spirit, so that a fair and accurate evaluation is made. Performance Monitors will make every effort to be consistent from period to period in their approach to determine recommended ratings. Positive accomplishments should be emphasized just as readily as negative ones.

- a. Performance Monitor Evaluation Reports. Performance Monitors will prepare midterm and final evaluation reports for each evaluation period during which they are Performance Monitors. The final reports will be more comprehensive. The reports, as a minimum, will contain the following information:
 1. The criteria and methods used to evaluate the contractor's performance during the evaluation period.
 2. The technical, economic, and schedule environment under which the contractor was required to perform. What effect did the environment have on the contractor's performance?
 3. The contractor's major strengths and weaknesses during the evaluation period. Give examples of the contractor performance for each strength and weakness listed. Also provide the reference in the specification, statement of work, data requirement, TO, etc. that relates to each strength or weakness.
 4. A recommended rating for the evaluation period using the adjectives and definitions set forth in this AFDP. Provide concrete examples of the contractor's performance to support the recommended rating.

7.2 Exclusions

Throughout the entire evaluation period, the contractor shall present and document any exclusion to the period of performance, due to circumstances beyond the control of the contractor, to the AFEB Chairperson within ten days of the end of the award fee period. The Performance Monitors should present the exclusions (if any) to the AFEB. If necessary, the AFEB will ask the contractor to present its case. The AFEB, in conjunction with the FEDSIM CO, will make a unilateral decision as to the exclusion from the evaluation.

7.3 Contractor Monthly Performance Reports

The contractor shall prepare Monthly Performance Reports that contain data that can be used to compare against the Performance Standards stated in this AFDP. All Monthly Performance Reports, including the raw data, shall be provided to the designated Performance Monitors.

Performance Monitors will collect the Monthly Performance Reports from the contractor, which they will review and analyze for accuracy and, if required, provide an oral or written summary to the AFEB.

7.4 Midterm Evaluation Procedures

The purpose of the midterm evaluation is to provide the contractor a quick, concise, interim Government review of contractor performance, and provide the contractor an opportunity to improve its performance prior to the determination of award fee earned at the end of the evaluation period. No award fee is paid based on midterm evaluations.

7.5 Final Evaluation Reports

The Performance Monitors will provide evaluations for the entire six-month evaluation period. Performance Monitors will submit final evaluation reports after the end date of the evaluation period to the AFEB Chairperson.

7.6 Contractor Self-Evaluation Presentation

The contractor may prepare a written self-assessment against the AFDP, along with the option of presenting the results to the AFEB upon request. This presentation should last no longer than [inserted at Task Order Award](#). If necessary, a subsequent question and answer session is permissible.

7.7 AFEB Meeting and Memorandum to the AFDO

The AFEB, after receipt of the contractor's self-evaluation, will meet and evaluate all performance information it has obtained. The AFEB will review the Performance Monitors' reports and prepare an Award Fee Evaluation Report. The Award Fee Evaluation Report will be a memorandum to the AFDO with the AFEB's recommendation.

7.8 AFEB Final Report

After meeting with the contractor, the AFEB will finalize the report and present it to the AFDO. The report will recommend the award fee amount and any unresolved contractor issues to the AFDO.

7.9 Issuing Award Fee Determination Report

The AFDO will consider the final AFEB report and ensure compliance with the AFDP. The AFDO may accept, reject, or modify the AFEB recommendation. The AFDO will make the final determination of the award fee earned during the period. The AFDO's determination of the amount of award fee earned and the basis of the determination will be stated in an Award Fee Determination Report and forwarded to the FEDSIM CO for the TO file via modification.

7.10 Award Fee Determination Notice

The FEDSIM CO will prepare this notice to the contractor stating the amount of the award fee earned for the evaluation period. The contractor shall invoice after accepting the modification including the award fee determination and any corresponding deobligation of unearned fee.

7.11 Failure to Conduct Timely Award Fee Determinations

If the Government fails to complete the Award Fee Determination within three calendar months of the end of the Award Fee Evaluation Period for two separate periods, the Government will convert the Cost-Plus-Award-Fee CLINs for the remaining periods of performance to Cost-Plus-Fixed-Fee. The Cost-Plus-Fixed-Fee type will be term. The fixed fee amount will be the same percentage as negotiated for award fee (limited by the statutory limit of ten percent).

SECTION 8: EVALUATION CRITERIA AND WEIGHTS

The AFDP consists of award fee provisions for four distinct areas. The award fee areas are broken down as follows:

Award Fee Areas

Weight	Evaluation Criteria
40%	Criteria 1 – Transition-In
10%	Criteria 2 – Program Management and Communication
40%	Criteria 3 – Technical Performance
10%	Criteria 4 – Financial Management and Cost Control
100%	Total

The criteria and weights provided above and discussed in detail below are guidelines to be used in evaluating these areas to determine the appropriate award fee. The criteria and relative percentages may be adjusted for subsequent award fee periods. Members of the AFEB and working group will use the following examples of criteria to evaluate the contractor's performance during each award fee evaluation period. **Note, the bullets are not sub-criteria, and will not be specifically weighted.**

Service Level Agreements (SLAs) and other subjective criteria may be revised for subsequent award fee periods. Those future SLAs will be developed jointly by the contractor and Government and may replace some or all of the criteria listed below. The Government has the final responsibility for determining which SLAs will be incorporated.

8.1 Criteria 1: Transition-In (40%)

- a. How effective was the contractor in executing its Transition-In Plan?
- b. How effective was the contractor in capturing knowledge and coordinating activities with the outgoing contractor?
- c. How effective was the contractor in reaching full staffing levels and on-boarding staff (including, but not limited to, badging, completion of mandatory training, requests for network access, etc.)?
- d. How effective was the contractor in proactively ensuring lapses in service did not occur and moving toward a steady operational state across the Task Order while managing Transition-In activities?

8.2 Criteria 2: Program Management and Communication (10%)

- a. How effective and proactive was the contractor in communicating activities, challenges, and operational status updates to appropriate Government personnel across the Task

Order? How effective was the contractor at proactively providing alternatives to meeting changing or surge requirements?

- b. How effectively did the contractor take ownership of issues and push towards resolution?
- c. How effective has the contractor performed in ensuring there were no client concerns/issues, and when presented, how effective and timely was the contractor in resolving the concerns/issues?
- d. Did the contractor proactively identify and mitigate or avoid programmatic risks and problems?
- e. How effectively did the contractor utilize small business subcontractors?

8.3 Criteria 3: Technical Performance (40%)

- a. How effective was the contractor in taking corrective actions on any identified performance issues? Did the contractor proactively identify and mitigate or avoid technical performance risks and problems?
- b. How effective was the contractor at meeting TO requirements to include, but not limited to, deliverable due dates, schedules and timelines? In addition, were the deliverables and documentation accurate, complete and produced at the desired level of quality? Did the contractor use industry best standards and proven methodologies??

8.4 Criteria 4: Financial Management and Cost Control (10%)

- a. How accurate were the contractor's cost estimates, how efficient and effective were the contractor's plans for use of contractor and Government resources, and how well did actual usage of resources met those plans?
- b. How well did the contractor manage costs and how effective were the contractor's proposed cost mitigation strategies?
- c. How complete, timely, and accurate were the contractor's invoices, including the timeliness of charges, lagging subcontractor costs, and how well did the invoices meet the TO requirements?



APPENDIX 1: AFEB Summary Evaluation Report

Date:

AFEB Chairperson Name:

Award Fee Period: *(insert from date)* _____ *(insert to date)* _____

(Attach additional pages, supporting data, etc. as needed.)

Criteria 1 – Transition-In: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Criteria 2 – Program Management and Communication: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Criteria 3 – Technical Performance: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Criteria 4 – Financial Management and Cost Control: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Award fee rating recommended for this evaluation criteria and period of performance with recommended percentage earned.

AFEB Chairperson Signature: _____

APPENDIX 2: AFEB Evaluator's Report

Instructions: Evaluators are requested to use bulleted format for submitting strengths, weaknesses, and recommendations. Also, evaluators are encouraged to attach additional sheets, supporting data, etc. for the final report.

Date:

Evaluator Name and Title:

Award Fee Period: *(insert from date)* _____ – *(insert to date)* _____

Evaluator's Primary Task Area(s) (check all that apply):

<input type="checkbox"/>	Criteria 1 – Transition-In
<input type="checkbox"/>	Criteria 2 – Program Management and Communication
<input type="checkbox"/>	Criteria 3 – Technical Performance
<input type="checkbox"/>	Criteria 4 – Financial Management and Cost Control

Note: Evaluators are NOT limited to evaluating only their own task areas. Experiences in other areas should also be evaluated. However, please indicate in the boxes above your primary area(s) of responsibility.

Special circumstances during this period and the impact:

- a.
- b.

Strengths of the contractor's performance:

- a.
- b.

Weaknesses in the contractor's performance (with examples and contract references):

- a.
- b.

Impact of the contractor's performance on execution of the program:

- a.
- b.

Corrective actions recommended, if any:

- a.
- b.

Award fee rating recommended for this evaluation criteria and period of performance (with supporting examples):

- a.



b.

Evaluator Signature: _____

DRAFT

ATTACHMENT F CURRENT ENVIRONMENT OVERVIEW

Overview

Currently Headquarters (HQ) United States (U.S.) Africa Command (USAFRICOM) is supported by five Contractor Owned Contractor Operated (COCO) aircraft which are located in three different locations on the African continent. Contractor personnel are currently co-located with the U.S. military. The aircraft are not Government Furnished Property (GFP). Contractor personnel are deployed to each of the operating locations and are required to comply with country-specific immigration laws and/or regulations regarding deployment duration. The contractor will support operations in living/dining conditions ranging from austere deployment locations to permissive locations where the contractor is able to occupy commercial lodging. For commercial lodging, the contractor may be required to obtain security services.

Aircraft Specifications

Aircraft are deployed continuously and based on historical data, each aircraft fly 250-300 hours each month from each of the locations. The contractor shall have the necessary maintenance and logistical support package to maintain the required flight hours.

Aircraft shall:

- a. Possess the ability to take off and land on unimproved runways with a length of 4,500 feet.
- b. Operate at altitudes in excess of 25,000 feet mean sea level.
- c. Cruise up to 1,750 nautical miles.
- d. Remain airborne for ten-hour missions.

Each aircraft shall have a blend of Government-furnished electro-optical/infrared full motion video (FMV) and signals intelligence (SIGINT) sensors (**Section J, Attachment J**) which allow the aircraft to collect multiple forms of intelligence while the aircraft's communications and information transmission systems allow it to transmit data simultaneously to multiple echelons while directly supporting engaged ground forces at the tactical level.

The contractor shall ensure there is rack space on the aircraft for the installation of SIGINT equipment, and that the aircraft has available Size, Weight, and Power (SWAP) to support the provided equipment. The contractor shall also install all equipment and obtain the appropriate interim flight clearance as identified by the Government.

FMV and SIGINT data shall be transmitted via Government-furnished satellite Beyond Line of Sight (BLoS) equipment to DoD systems and to mobile receivers within line-of-sight of the aircraft and via Line of Sight to receivers on the ground for FMV feed. Other specifications include:

- a. Platform BLOS system shall be interoperable with the DoD's Ku Spread Spectrum (KuSS) and Ku Band hubs and Satellite Receive Video Terminals (SRVT).
- b. Platform BLOS capability should have at least 20 Watt output for HD Video; 18" dish preferred.
- c. Platform should use H265 (HVEC) FMV hardened encoders.

- d. BLOS systems shall be able to meet DoD Hardware Accreditation Requirements (architecture design must include components that have undergone accreditation for DoD networks).
- e. Platform shall have the ability to push FMV data LOS to ground.
- f. BLOS data shall use a hardened Type 1 HAIPE device, such as the KG-250X.
- g. Platform shall have the ability to push Metadata with the FMV data.
- h. Platform shall have the ability to record FMV collected by sensors for post mission analysis.
- i. Platform shall have the ability to support pushing data at three different classification levels.
- j. Platform shall have the ability to support Internet Relay Chat (mIRC) communications.

Additionally, the aircraft shall be able store collected video on-board for later download and exploitation, and an advanced communications suite that enables the aircrew to transmit valuable intelligence to multiple command echelons across the Area of Responsibility (AOR) in real time.

The contractor will be required to review and conduct analysis on the FMV data collected. Historically, analysts have been co-located with the aircraft basing location; however, this is not a requirement.

Mission Planning

Mission planning facilities are location dependent and as such will range from austere to permanent structures. The contractor is responsible for mission planning upon receipt of the mission tasking. Mission planning support includes, but is not limited to, fuel load; ISR capabilities; weather; divert fields; filing the flight plan, to include obtaining diplomatic clearances, if required; evaluating threat(s) to the aircraft (based on information from the Government) in flight; and, evaluating the mission range. When conducting mission planning, the contractor shall review all potential secondary collection sites and incorporate those into the collection plan. Meteorological support is generally not provided by the Government and is the contractor's responsibility.

A mission typically consists of the following:

Approximately 48 hours before flight, the Government will provide general information regarding planned mission times and general mission location. Approximately 12-24 hours before flight, the Government will provide a prioritized list of specific areas of interest (coordinates), Essential Elements of Information (EEI), and loiter duration required at those locations. The contractor shall "link the dots" to build the actual Flight/Collection Plan to meet as many of those needs as possible. If a Government Sensor Operator is riding onboard for the mission, he/she shall also be involved in this mission planning. The designated on-site Government lead may approve the Flight/Collection Plan.

The contractor shall conduct its pre-mission briefing, supplemented with updated threat briefings provided by the Government to the aircrew. After conclusion of the pre-mission and threat briefings, the aircrew will proceed to the aircraft to begin the mission. The aircraft will then take off from the runway, which may vary in quality from a modern, intercontinental airport, to an unimproved runway. It is likely that the aircraft will have to travel several hundred miles to



arrive at the area(s) of interest. The aircrew shall fly the mission, adjusting the flight path as needed to accommodate changing weather and developing requirements.

During the mission, the FMV analyst shall provide initial exploitation of the video feed, communicating with the contractor and/or Government processing, exploitation, and disseminating (PED) cells via secure chat and/or radio. The FMV analyst shall also communicate with the aircrew to synergize the effectiveness of the multi-intelligence (INT) platform.

Upon mission completion and return to base, contractor personnel shall service the aircraft to ensure it is ready for its next mission (which will sometimes be the same day). The contractor shall manage the crews' duty schedule to ensure adequate crew rest between required missions.



**ATTACHMENT G
TRIP REPORT TEMPLATE**

Trip Report Date:	[Trip Report shall be completed within 10 workdays following completion of each trip (unless specified otherwise in Section F).]	
Project Name:		
Task Order Number:	47QFCA18XXXXX	
Name of Traveler	[Provide First and Last name of Traveler]	
Location of Travel	From: [Origin]	To: [Destination]
Duration of Trip	From: [insert Month Day, Year]	To: [insert Month Day, Year]
Point of Contact (POC) at Travel Location	[Provide First and Last name of POC]	
Government Approval Authority Received	[Provide Travel Authorization Request (TAR) Number]	
Total Final Cost of the Trip	\$	

Purpose of the Trip
[Provide a detailed description of the purpose of the trip. Attach additional pages, if necessary.]
Knowledge Gained
[Provide a detailed description of any knowledge gained. Attach additional pages, if necessary.]
Comments, Conclusions, Action Items:
[Provide any additional comments, conclusions, or action items. Attach additional pages, if necessary.]



**ATTACHMENT I
PROBLEM NOTIFICATION REPORT (PNR)**

Task Order Number:	47QFCA18XXXXX
FEDSIM COR was verbally notified on:	[Notify the FEDSIM COR as soon as the problem/issue becomes apparent.]
Date PNR Submitted:	[insert Month Day, Year]

Nature and Source of Problem:
[Provide a detailed description of the nature and source of the problem. Attach additional pages, if necessary.]
Is action required by the Government?
Yes/No [If Yes, describe Government action required and date required.]
Will the problem impact delivery schedule?
Yes/No [If Yes, identify which deliverables will be affected and extent of the delay, the rationale for late delivery, and overall project impact.]
Can required delivery be brought back on schedule?
Yes/No [Explain]
Describe corrective action needed to resolve problems:
[Provide a detailed description of corrective action needed to resolve the problem. Attach additional pages, if necessary.]
When will corrective action be completed?
[Provide the new delivery schedule and anticipated completion date.]
Are increased costs anticipated?
Yes/No [If Yes, identify the amount and nature of the increased costs anticipated and define Government responsibility for problems and costs.]

Item Description	Vendor	P/N or NSN	Quantity
DRT-1301	DRT	HG824-11LP	15
PRC-117G	Harris	0N707070-9	15
Ace Encoder	Vitec	14846	5
Batwing Antenna	Trivec Avant	AV2075-8	15
Computer	Crystal Systems	RS733S17	5
DRT LRU	DRT	1301C+ V3	5

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

CA must select either: 1) First-line Supervisors of Police and Detectives; 2) Police Patrol Officer, or 3) Security Guard for the job title.

- When submitting an LOA to the government for authorization, the CA must check a certification statement that the individual has or will meet all DODI 3020.41 and COCOM qualifications and requirements including training, medical, and dental screenings and assessments prior to this deployment (Figure 1, Activity 5).
- Complete Eligibility Requirements and Establish Deployment Itinerary (Figure 1, Activity 9): The CA must complete the Eligibility Requirements tab in SPOT, and enter the employee deployment full travel itinerary details (e.g., flight number, time of arrival) **NLT 10 days prior to the scheduled departure date**. This will facilitate proper planning by the Deployment Reception Site (DRS).
- CA will ensure all employees process through the DRS, if available, with required documentation (e.g., LOA and/or CAC), and report to the government in-theater POC upon arrival.
- CA will ensure that all CAAF-designated employees and others who are authorized government services via an LOA know that they are required to carry their LOAs with them at all times and use it to scans at any JAMMS workstation.
- If contractor is issued a weapon(s) after they have been deployed, the CA must go back into the Eligibility Requirements Tab and list the weapons type(s) and serial numbers under Tab 4, “Personal Equipment” for each weapon issued specifically to that individual **NLT 3 days after receipt of weapon information**.
- Update Deployment Details (Figure 1, Activity 10 and 11): The CA must enter the in-theater arrival date (ITAD) and the duty station arrival date in **SPOT NLT 1 day after the company employee has entered the theater or arrived at the Primary Duty Station**. For Local Nationals (LNs), the CA must use the date the LN started work in both the “In-theater Arrival Date” and the “Duty Station Check-In Date” blocks. If a contractor’s deployed duty station is a ship, then the in-theater arrival/duty station check-in dates equal the date the ship disembarks the U.S. The CA will report the contractor employee as a “no show” to the KO if the company employee has not arrived at their primary duty site **within 3 days of their estimated arrival date**. The CA will track company employees throughout the deployment process and must **update changes to the Primary Duty Station in SPOT NLT 3 days after the company employee arrives at a new Primary Duty Station**. A Primary Duty Station is where the company employee will reside a majority of the time. Therefore, if the company employee is traveling to another duty station on a temporary basis and intends on returning to the Primary Duty station, then no update in SPOT is required. This also applies to company employees going on R&R/leave or TDY status. **The CA must also update the Person Status in SPOT (e.g., R&R, missing, or injured, but intends to return to duty/work) for an employee NLT than 1 day after the change in employee status.**

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

- For all Afghanistan Deployments, CA must update and/or affirm every 30 days that the Actual In Theater Arrival Date (ITAD), Duty Station Check-in Date, Duty Station Country, Duty Station City, Duty Station Site, In-theater POC information, 24/7 Company POC information, and Person Status are correct by entering a checkmark by the reaffirmation statement and selecting the submit button on the Person Deployment page.

Note: IAW DFARS Class Deviation 2013-00017 “Contractor Demobilization”, the CA may request an extension of the deployment/LOA for a period of up to 30 calendars days after the expiration of the current contract performance period for those contractor personnel whose presence is required in Afghanistan to execute an approved demobilization plan. **The CA shall submit that request to the KO NLT 30 days prior to the expiration of the current period of performance.** In this case, the KO will have to revoke the LOA and the CA will have to resubmit a new request to the Government with deployment end date in 30 days.

- Complete Visa detail information: In countries that require a work visa, it is mandatory for the CA to enter the Visa number and Expiration Date of the work visa where the company employee will perform work. Visa remarks can be entered in the Visa Remarks block. It is possible to enter multiple work visas in SPOT for each company employee. It is not necessary to enter transit visas for countries through which the company employee passes on his/her way to the primary duty station. It is not necessary to enter tourist visas for countries that the employee visits while on R&R.
 - Plan Redeployment (Figure 1, Activity 12): The CA must enter the redeployment travel itinerary **NLT 10 days prior to the estimated deployment end date or return date, if company employee is redeploying prior to the deployment end date in SPOT.** This estimated date shall be used to coordinate departure and redeployment planning activities in theater and back at the home station.
 - CA will certify redeploying personnel have completed all unit/requiring activity and theater out-processing requirements prior to departure (Figure 1, Activity 13), (e.g., return of OCIE if required).
 - Closeout Deployment (Figure 1, Activity 14): The CA must close out the deployment in SPOT **NLT 3 days** after the company employee redeploys. The CA must also closeout the deployment in SPOT if the company **employee is killed; injured to the point that he/she is unable to return to duty; or missing/captured for more than 30 days** (See Appendix 2 for further explanations of these terms). The CA will update contractor status in SPOT upon departure from the country/theater to include identifying whether the terms of the deployment have been fulfilled, the reason for leaving the mission, person status, mode and date of departure from the AOR, and validate when OCIE was returned. The CA must ensure that all employee **LOAs are returned to the company or**

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

their GA, or have been destroyed NLT 3 days after the redeployment and that the deployment has been closed to prevent fraudulent use of the LOA and to protect personal information that is on the LOA. The CA must also **release the employee in SPOT NLT than 3 days after the employee's employment with that company is terminated** to accommodate entry of that contractor in SPOT by another contract company.

Note: Redeployment does not include contractors going on R&R/leave or TDY with the intent of continuing the deployment after the R&R or TDY is complete. If an option year is being exercised, the CA will have to close out the current deployment and then create a new deployment, with new LOA request, if applicable, for the deployment in the new option year.

Government Authority (GA)

Government Authorities (GAs) can be either military or government civilian personnel, and includes multiple subcategories, such as requiring activities (RA), Contracting Officer Representatives (CORs), theater and JTF commanders and staffs, deployment reception sites (DRS), base operating support (BOS) personnel, quality assurance representatives, and property administrators. GAs both provide and use the information maintained in or accessed through SPOT.

Note: There is also a Government Administrator role in SPOT, which allows the same functionality as the Government Authority role, except with respect to LOAs. The Government Administrator is able to request LOAs while the Government Authority is able to request, review, deny, recall and authorize LOAs.

Government Authority Business Rules

- **SPOT Registration.** Prior to registering in SPOT, the GA must take as a minimum the SPOT training for Government Administrators/Authorities. The schedule and instructions on how to sign up for training can be found at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html . To register in SPOT, the Government Authority's sponsor must be a Government civilian or military employee (self-sponsorship is not allowed) within the GA's organization. The sponsor does not have to be a SPOT user. Once a registration request is made, SPOT will send an automated email to the sponsor requesting approval. The GA must register with a PKI certificate or CAC, and must register with their organization. If that organization is not in SPOT, contact the SPOT Helpdesk at: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil or 703-578-5407. A Government Authority may register with more than one organization, if necessary; however, in that case they must obtain approval from a military or Government civilian employee from each requested organization. Contractors who are requesting a Government role in SPOT are required to submit DD-2875, System Authorization Access Request (SAAR) that is digitally signed by both the user and the Sponsor. In addition, the contractor must have a government email address.

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

Note: The SPOT system is designed to allow the GA to perform the CA Activities from Figure 1 in cases where the CA would be an employee of a foreign company or a small business that would have trouble accessing the system. If this is the case, refer to the CA Business Rules for these activities.

- Coordinate mission/country requirements (Figure 1, Activity 6 & 7): The GA must review mission and contractor theater requirements at website http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html prior to validating the CA deployment data in SPOT. The GA is responsible for coordinating with the CA and KO to ensure type and levels of AGS authorized in the contract are available at the designated location to accommodate number of personnel during the period of the deployment. The GA will inform the CA that deployed contractor personnel must scan with their LOA at JAMMS locations as opposed to using their CAC to ensure that the government service being accesses is authorized. **The GA must validate the deployment data entered in SPOT by the CA to ensure it meets contractual and mission requirements. The GA must authorize or deny the LOA NLT 3 days after the LOA request is submitted to the GA for authorization.**
- Monitor and Update Deployment Details (Figure 1, Activity 11): The GA (in concert with the CA) must monitor contractor movement and status in theater from deployment to redeployment. If the contractor changes their Primary Duty Station, the GA must either update that information in SPOT or ensure that the CA makes the update in SPOT **NLT 3 days of the company employee arriving at a new Primary Duty Station.** A Primary Duty Station is where the company employee will reside a majority of the time. Therefore, if the company employee is just traveling to another duty station on a temporary basis and intends on returning to the currently listed Primary Duty station, then no update in SPOT is required. This also applies to company employees going on R&R/leave or TDY status. The GA must notify the KO of any changes to AGS permissions **NLT 3 days after the change**, so that the KO can revoke the LOA and direct the CA to update and submit a new LOA request. Contractors who are terminated from their company, or have any other reason for leaving the country/theater prior to the estimated departure date in SPOT, must have their deployments closed out either by the GA or CA and their LOAs revoked by the KO **NLT 3 days after the redeployment.** If a company employee goes on R&R/leave or TDY, the deployment may remain open.

Theater/Joint Task Force (JTF) SPOT Responsibilities

Although the Theater/JTF Commander may not be SPOT registered users, they have a significant influence on the data that is input into SPOT, and consequently have responsibilities to ensure the following types of information are communicated to the SPOT PMO and to the Contracting Community by posting on the website at http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html :

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

- **OPERATION NAME(S):** Any official names, such as OPERATION ENDURING FREEDOM (OEF), that are given to contingencies, with the official start and end dates as applicable. This information is a mandatory input field when creating a deployment and requesting an LOA in SPOT.
- **THEATER BUSINESS CLEARANCE REQUIREMENTS (TBC):** If a TBC is required, a TBC policy and/or all unique clauses for the contingency must be established. For example, OEF CENTCOM established a TBC requirement for specific countries that all contracts receive CENTCOM TBC approval prior to award, and issued a specific number that is input into SPOT.
- **Authoritative Base/Site Listings:** All proper location names, spellings and associated geo-spatial location data in the AOR.
- **Authorized Government Services/OCIE:** Policy or guidance from the Service Components on which services in the AOR (e.g., billeting, medical, MILAIR) will be available to contractors, and whether that service will be provided at no cost or if it will be a reimbursable expense for the contractor. Additionally, policy or guidance on which OCIE, if any, will be issued to contractors is to be posted. This information is required for the contracting officer to properly populate the permissions on the LOA.
- **Joint Asset Movement Management System (JAMMS):** Identify appropriate contractor choke points (e.g., DFACs, APODs, billeting) and submit requests for fielding of JAMMS terminals and JAMMS operator training to the SPOT PMO, including identification of designated operators for JAMMS along with their contact information.

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

Appendix 1: Abbreviations

ACO	Administrative Contracting Officers
AGS	Authorized Government Services
AOR	Area of Responsibility
AWOL	Absent Without Leave
BOS	Base Operating Support
BX	Base Exchange
CA	Company Administrator
CAAF	Contractors Authorized to Accompany the Force
CAC	Common Access Card
CBRN	Chemical, Biological, Radiological and Nuclear
CC	Contractor Company
CCDR	Combatant Commander
CCO	Contingency Contracting Officers
CENTCOM	United States Central Command
COCO	Contractor Owned Contractor Operated
COCOM	Combatant Command
CONUS	Continental United States
CORs	Contracting Officer Representatives
DBA	Database Administrator
DBA	Defense Base Act
DEERS	Defense Enrollment Eligibility Reporting System
DFAC	Dining Facilities Administration Center
DFARS	Defense Acquisition Regulations System
DMDC	Defense Manpower Data Center
DoD	Department of Defense
DoDI	DoD Instruction
DOS	Department of State
DPO	Diplomatic Post Office
DRS	Deployment Reception Site
DSN	Defense Switched Network
DTM	Directive-Type Memorandum
FAQ	Frequently Asked Questions
FAR	Federal Acquisition Regulation
FIN	Foreign Identification Number
FMS	Foreign Military Sales
FN	Foreign National
FPDS-NG	Federal Procurement Data System - Next Generation
GA	Government Authority / Government Administrator
GFM	Government Furnished Meals
IAW	In Accordance With
ITAD	In-Theater Arrival Date

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

JAMMS	Joint Asset Movement Management System
JPERSTAT	Joint Personnel Status Report
JTF	Joint Task Force
KO	Contracting Officer
LN	Local National
LOA	Letter of Authorization
MIA	Missing in Action
MOU	Memorandum Of Understanding
MRE	Meal, Ready to Eat
MTF	Military Treatment Facility
MWR	Morale Welfare Recreation
NACI	National Agency Check with Inquiries
NAIC	North American Industry Classification
NEX	Navy Exchange
NOK	Next of Kin
OCIE	Organizational Clothing & Individual Equipment
OCONUS	Outside the Continental United States
OEF	Operation Enduring Freedom
OGAs	Other Government Agencies
OPM	Office of Personnel Management
PARC	Principle Assistant Responsible for Contracting
PKI	Public Key Infrastructure
PMO	Program Management Office
POC	Point of Contact
PoP	Period of Performance
POW	Prisoner of War
PX	Post Exchange
R&R	Rest and Relaxation
SOFA	Status of Forces Agreement
SPOT	Synchronized Predeployment and Operational Tracker
SPOT-ES	Synchronized Predeployment and Operational Tracker - Enterprise Suite
SSN	Social Security Number
TBC	Theater Business Clearance
TCN	Third Country National
TDY	Temporary Duty
TO	Task Order
TOPSS	Total Operational Picture Support System
USAID	United States Agency for International Development

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

Appendix 2: Definitions

Active (In the SPOT Person Status): The contractor is in a status (i.e. not AWOL, deceased, injured, missing, or captured) to continue performance on the current or subsequent contract, if necessary.

Army Post Office/Fleet Post Office/ Military Post Office (APO/FPO/MPO): Military mail service for Military and Civilian Members of the U.S. Armed Forces. IAW DODI 3020.41, in operations where no reliable or local mail service is available, CAAF who are U.S. citizens will be authorized postal support IAW DoD 4525.6-M. CAAF who are not U.S. citizens will be afforded occasional mail service necessary to mail their pay checks back to their homes of record. Contractors supporting FMS cases are not normally authorized APO/FPO/MPO privileges.

Authorized Weapon: Indicates contractual approval for specified contractor personnel to possess or carry firearms, ammunition, or non-lethal weapons. Final approval resides with the CCDR.

AWOL: Absent Without Leave.

Billeting: Provides the ability to utilize government lodging facilities or government quarters. The billeting standards for CAAF will be commensurate with standards being applied to deployed DoD civilian employees at the same location. CAAF standard grade equivalents are GS-14 for supervisors and GS-11 for non-supervisors. Billeting may or may not be charged to the contractor.

CAC (Common Access Card): IAW DTM 08-003 Change 3, issuance to contractors is based on the DoD government sponsor's determination of the type and frequency of access required to DoD facilities or networks that will effectively support the mission. To be eligible for a CAC the access requirement must meet one of the following criteria:

- (a) The individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Department on a recurring basis for six months or more.
- (b) The individual requires both access to a DoD facility and access to DoD networks

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

on site or remotely.

- (c) The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

Refer to para 3.a.(3) of the DTM for additional eligibility criteria for non-U.S. persons. As a minimum, a favorable adjudication of a National Agency Check with Inquiries (NACI) and an FBI fingerprint check is required in order to obtain a CAC.

Contractors Authorized to Accompany the Force (CAAF): Contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany the force in applicable contingency operations and have been afforded CAAF status through the LOA. CAAF generally includes all U.S. citizen and TCN employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. forces and who routinely are co-located with U.S. forces (especially in non-permissive environments). Personnel co-located with U.S. forces shall be afforded CAAF status through an LOA. In some cases, CCDR subordinate commanders may designate mission essential LN contractor employees (e.g., interpreters) as CAAF. CAAF status does not apply to contractor personnel in support of contingencies within the boundaries and territories of the United States.

Commissary: Firms under contract to the DoD, and their employees (and dependents of their household) stationed outside of the United States, and outside the U.S. Territories and Possessions may be authorized commissary store support on a reimbursable basis, provided that such agencies and individuals are serving the U.S. Armed Services exclusively; it has been determined that the granting of the privilege would be in the best interest of the United States; and when failure to grant such privilege would impair the efficient operation of the Department of Defense. This determination is made by the cognizant military service (DODI 1330.17, Enclosure 2).

Deceased-Killed as the result of Hostile Action: A person who is the victim of a terrorist activity or who becomes a casualty “in action.” “In action” characterizes the casualty as having been a direct result of hostile actions, sustained in combat or relating thereto, or sustained going to or returning from a combat mission provided that the occurrence was directly related to hostile action. Included are persons killed mistakenly or

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

accidentally by friendly fire directed at a hostile force or what is thought to be a hostile force (Ref: DoDI 1300.18).

Deceased-Died as a result of Non-Hostile Action: A person who has died due to circumstances not directly attributable to hostile action or terrorist activity, but as the result of illness or injuries due to the elements, accidents, homicide, self-inflicted wounds, combat fatigue, and except in unusual cases, wounds or death inflicted by a friendly force while the individual is an AWOL, deserter, or dropped-from-rolls status or is voluntarily absent without authority from a place of duty (Ref: DoDI 1300.18).

DFACs (Dining Facilities): Contractors that have access to DFACs may or may not be charged for meals depending on the location, how austere the environment is, and the policy of the Service operating the DFAC. If the contractor is going to be authorized access to the DFAC at no cost, then GFM must also be checked on the LOA.

DPO (Diplomatic Post Office): The Department of State approved limited access to the Diplomatic Post Office mail system for U.S. Government contractors who are U.S. citizens serving overseas in Iraq. This limited access is defined as mail not to exceed two pounds per piece incoming or outgoing.

Excess Baggage: Government authorization to carry more baggage than what MILAIR or the commercial airlines typically authorize. The contractor may be charged additional fees by commercial airlines based on their cognizant policies.

Government Furnished Meals (GFM): Government provided meals at no cost to the contractor (e.g., MREs or meals at the DFACs). If the contractor will be provided GFM from the DFAC, both GFM and DFAC must be checked on the LOA.

Injured: A person whose illness or injury requires medical attention, and may or may not require hospitalization, but will be unable to complete the TDY/deployment (Ref: DoDI 1300.18). SPOT has two injured statuses:

Injured – Injured as a result of hostile actions.

Injured – Injured as a result of non-hostile action.

Local Access Badge: A credential issued to contractors to gain access to a military or government base, camp, or specific facility.

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

MILAIR: Authorization to travel inter and intra-theater on military aircraft. Unless a waiver is in place for contractors, this is a reimbursable expense to the government.

MilBanking: Approved use of military finance offices to either obtain an Eagle Cash Card, which functions like an ATM debit card, or to cash checks.

Military Clothing: Contractors shall not be issued military clothing or military look-alike uniforms, unless authorized for operational reasons by the Combatant Commander or subordinate Joint Force Commander. This authorization must be in writing and must be maintained in the possession of the contractor at all times (Ref: DoDI 3020.41). This does not include military issued equipment.

MilExchange: Military exchange services (i.e., Navy Exchange or NEX, Base Exchange or BX, and Post Exchange or PX) may be authorized for CAAF who are U.S. citizens. CAAF who are not U.S. citizens and non-CAAF are not authorized exchange services (Ref: DoDI 3020.41).

Military Issued Equipment: CCDRs, when necessary, may authorize CAAF and selected Non-CAAF to be issued military individual protective equipment (e.g., CBRN protective ensemble, body armor, ballistic helmet) (Ref: DoDI 3020.41).

Missing: Definition for person status in SPOT; requirement to closeout deployment if missing for over 30 days.

MWR: Morale, welfare, and recreation services will be authorized for CAAF who are U.S. citizens. CAAF who are not U.S. citizens and non-CAAF are not authorized MWR services (Ref: DoDI 3020.41).

Non-CAAF: Personnel who are not designated as CAAF, such as Local National (LN) employees and non-LN employees who are permanent residents in the operational area or TCNs not routinely residing with US forces (and TCN expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine, facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. forces (Ref: DoDI 3020.41).

OPEN Person Status: Is a deployment record that does not have an In-Theater Arrival Date (ITAD) populated.

Primary Care: Primary care includes routine inpatient and outpatient services, non-emergency evacuation, pharmaceutical support, dental services, and other medical support as determined by appropriate medical authorities based on recommendations from the joint force command surgeon and on the existing capabilities of the forward-deployed Military Treatment Facilities (MTF).

Primary medical or dental care normally will not be authorized or provided to CAAF by MTF, unless specifically approved by the CDR or subordinate Joint Force Commander.

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

Primary Care is not authorized for non-CAAF employees. All medical care received by contractors in the AOR is reimbursable to the Government (Ref: DoDI 3020.41).

POW (Prisoner of War): The international legal status of military and certain other personnel captured during and armed conflict between two countries and that status entitles those captured to humanitarian treatment under the Third Geneva Convention, “Geneva Convention Relative to the Treatment of Prisoners of War.” The international status of POW is automatic when personnel “have fallen into the power of the enemy.”

Requiring Activity: A military or other designated organization that identifies and receives contracted support during military operations.

Transportation (other than MILAIR): Authorization for the use of government-owned or leased vehicles, such as vehicles obtained from a motor pool.

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

Appendix 3: Sample LOA

LETTER OF AUTHORIZATION NOT VALID WITHOUT PHOTO ID			DATE OF REQUEST
REQUIRING ACTIVITY OnD Special Unit #1	GOVT AUTHORITY POC Peter H Piper	GOVT AUTHORITY POC PHONE 609-123-5678	GOVT AUTHORITY POC EMAIL peter.h.piper@mail.mil
NAME (Last, First, Middle) Doe, John D	SSN/DODID xxx-xx-0053	FIN/UID	DATE OF BIRTH 11/11/1981
EMAIL john.d.doe@mail.mil		CITIZENSHIP United States	PASSPORT # / EXPIRATION 987654321 / 11/11/2025
THEATER EMAIL john.d.doe@mail.mil		DEPLOYMENT PERIOD START 2/15/2018	DEPLOYMENT PERIOD END 2/16/2018
COMPANY (full name)/Prime or Subcontractor 77 Construction Company / Prime			
COMPANY POC Roe, Jane	COMPANY POC TELEPHONE 202-555-1235		COMPANY POC EMAIL jane.roe@mail.com
CONTRACT NUMBER/ TASK ORDER FADN02-18-D-0001/None		CONTRACT START/END DATE 2/1/2018 - 1/31/2019	CONTRACT ISSUING AGENCY Dept. of Defense
ASSIGNED KO Kris H Kringle	ASSIGNED KO TELEPHONE 555-555-5555		ASSIGNED KO EMAIL kris.kringle@mail.mil
IN-THEATER CONTACT Public, John	CONTACT'S PHONE 202-555-3456		CONTACT'S EMAIL john.a.public@mail.mil
COUNTRIES TO BE VISITED Afghanistan	CONTRACTOR STATUS <input checked="" type="checkbox"/> CAAF <input type="checkbox"/> NON-CAAF AUTHORIZED GOVERNMENT SERVICES*		
PURPOSE Sample LOA for SPOT Business Rules	<input type="checkbox"/> WEAPON** <input checked="" type="checkbox"/> BILLETING <input checked="" type="checkbox"/> CAC <input checked="" type="checkbox"/> LOCAL ACCESS BADGE <input checked="" type="checkbox"/> DINING FACILITY (DFAC) <input checked="" type="checkbox"/> GOVT FURNISHED MEALS (GFM) <input checked="" type="checkbox"/> APO/FPO/POSTAL SERVICES <input type="checkbox"/> DIPLOMATIC POST OFFICE (DPO) <input type="checkbox"/> PRIMARY CARE*** <input checked="" type="checkbox"/> OTHER (SEE REMARKS FIELD)		
COMPANY BILLING ADDRESS 123 State Street Trenton, New Jersey - 08601 United States	<input type="checkbox"/> MILITARY ISSUED CLOTHING <input checked="" type="checkbox"/> MILITARY ISSUED EQUIPMENT <input checked="" type="checkbox"/> MWR FACILITIES <input checked="" type="checkbox"/> MILITARY EXCHANGE <input checked="" type="checkbox"/> COMMISSARY <input checked="" type="checkbox"/> MILITARY SANKING <input checked="" type="checkbox"/> EXCESS BAGGAGE <input checked="" type="checkbox"/> MILAIR <input checked="" type="checkbox"/> TRANSPORTATION (other than MILAIR) <input type="checkbox"/> NONE		
NUMBER OF AGS ITEMS CHECKED: 15			

*Authorized Government Services does not necessarily mean that the Government provides these services to contractors on a non-reimbursable basis. For certain categories of authorized services, the contractor may be required to reimburse the government IAW applicable Federal, DOD or CCOM regulations/policies and/or the contract terms and conditions. The indicated Authorized Government Services on this LOA are only applicable for the designated countries to be visited during the deployment; however, if the services vary between countries, the contracting officer shall specify which services may be authorized in each country. If the country to be visited has a Status of Forces Agreement (SOFA) in place that governs the categories of services to be authorized, then the terms of the SOFA take precedence over the terms of this LOA.

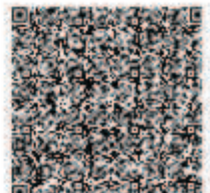
**Combatant Commander (CCDR) authorization is required IAW FAR Clause 52.225-26 in order for a contractor to be authorized to carry a weapon.

***Resuscitative/Emergency Care is the default level of care. Unless specifically negotiated in the contract, ALL medical care is reimbursable to the U.S. Government.

The government organization specified above, in its mission support capacity under the contract, authorizes the individual employee identified herein, to proceed to the location(s) listed for the designated deployment period set forth above. Upon completion of the mission, the employee will return to the point of origin.



TOPXJUP



DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

Name: Doe, John D. SSN/DODID: xxx-xx-0053

LOA REMARKS

Fuel and Laundry authorized.

Contracting Officer

Signature test2-web.spot.local
test2-web.spot.local
cn=test2-web.spot.local,c=US,o=spotloc=us
2018.02.15 07:24:58-05:00

Print Name Signed by the SPOT System on behalf of Peter H Piper

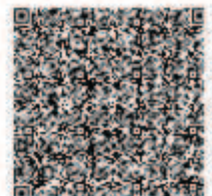
Email peter.h.piper@mail.mil

Date 2/15/2018

Phone 609-123-5678



TOPXJUP



RECORD OF EMERGENCY DATA

PRIVACY ACT STATEMENT

AUTHORITY: 5 USC 552, 10 USC 655, 1475 to 1480 and 2771, 38 USC 1970, 44 USC 3101, and EO 9397 (SSN).

PRINCIPAL PURPOSES: This form is used by military personnel and Department of Defense civilian and contractor personnel, collectively referred to as civilians, when applicable. **For military personnel**, it is used to designate beneficiaries for certain benefits in the event of the Service member's death. It is also a guide for disposition of that member's pay and allowances if captured, missing or interned. It also shows names and addresses of the person(s) the Service member desires to be notified in case of emergency or death. **For civilian personnel**, it is used to expedite the notification process in the event of an emergency and/or the death of the member. The purpose of soliciting the SSN is to provide positive identification. All items may not be applicable.

ROUTINE USES: None.

DISCLOSURE: Voluntary; however, failure to provide accurate personal identifier information and other solicited information will delay notification and the processing of benefits to designated beneficiaries if applicable.

INSTRUCTIONS TO SERVICE MEMBER

This extremely important form is to be used by you to show the names and addresses of your spouse, children, parents, and any other person(s) you would like notified if you become a casualty (other family members or fiancé), and, to designate beneficiaries for certain benefits if you die. IT IS YOUR RESPONSIBILITY to keep your Record of Emergency Data up to date to show your desires as to beneficiaries to receive certain death payments, and to show changes in your family or other personnel listed, for example, as a result of marriage, civil court action, death, or address change.

INSTRUCTIONS TO CIVILIANS

This extremely important form is to be used by you to show the names and addresses of your spouse, children, parents, and any other person(s) you would like notified if you become a casualty. Not every item on this form is applicable to you. **This form is used by the Department of Defense (DoD) to expedite notification in the case of emergencies or death.** It does not have a legal impact on other forms you may have completed with the DoD or your employer.

IMPORTANT: This form is divided into two sections: Section 1 - Emergency Contact Information and Section 2 - Benefits Related Information. **READ THE INSTRUCTIONS ON PAGES 3 AND 4 BEFORE COMPLETING THIS FORM.**

SECTION 1 - EMERGENCY CONTACT INFORMATION

1. NAME (Last, First, Middle Initial)

2. SSN

3a. SERVICE/CIVILIAN CATEGORY

☐ ARMY ☐ NAVY ☐ MARINE CORPS ☐ AIR FORCE ☐ DoD ☐ CIVILIAN ☐ CONTRACTOR

b. REPORTING UNIT CODE/DUTY STATION

4a. SPOUSE NAME (If applicable) (Last, First, Middle Initial)

b. ADDRESS (Include ZIP Code) **AND TELEPHONE NUMBER**

☐ SINGLE ☐ DIVORCED ☐ WIDOWED

5. CHILDREN

a. NAME (Last, First, Middle Initial)

b. RELATIONSHIP

c. DATE OF BIRTH
(YYYYMMDD)

d. ADDRESS (Include ZIP Code) **AND TELEPHONE NUMBER**

6a. FATHER NAME (Last, First, Middle Initial)

b. ADDRESS (Include ZIP Code) **AND TELEPHONE NUMBER**

7a. MOTHER NAME (Last, First, Middle Initial)

b. ADDRESS (Include ZIP Code) **AND TELEPHONE NUMBER**

8a. DO NOT NOTIFY DUE TO ILL HEALTH

b. NOTIFY INSTEAD

9a. DESIGNATED PERSON(S) (Military only)

b. ADDRESS (Include ZIP Code) **AND TELEPHONE NUMBER**

10. CONTRACTING AGENCY AND TELEPHONE NUMBER (Contractors only)

SECTION 2 - BENEFITS RELATED INFORMATION			
11a. BENEFICIARY(IES) FOR DEATH GRATUITY (Military only)	b. RELATIONSHIP	c. ADDRESS (Include ZIP Code) AND TELEPHONE NUMBER	d. PERCENTAGE
12a. BENEFICIARY(IES) FOR UNPAID PAY/ALLOWANCES (Military only) NAME AND RELATIONSHIP		b. ADDRESS (Include ZIP Code) AND TELEPHONE NUMBER	c. PERCENTAGE
13a. PERSON AUTHORIZED TO DIRECT DISPOSITION (PADD) (Military only) NAME AND RELATIONSHIP		b. ADDRESS (Include ZIP Code) AND TELEPHONE NUMBER	
14. CONTINUATION/REMARKS			
15. SIGNATURE OF SERVICE MEMBER/CIVILIAN (Include rank, rate, or grade if applicable)		16. SIGNATURE OF WITNESS (Include rank, rate, or grade as appropriate)	17. DATE SIGNED (YYYYMMDD)

INSTRUCTIONS FOR PREPARING DD FORM 93

(See appropriate Service Directives for supplemental instructions for completion of this form at other than MEPS)

All entries explained below are for electronic or typewriter completion, except those specifically noted. If a computer or typewriter is not available, print in black or blue-black ink insuring a legible image on all copies. Include "Jr.," "Sr.," "III" or similar designation for each name, if applicable. When an address is entered, include the appropriate ZIP Code. If the member cannot provide a current address, indicate "unknown" in the appropriate item. Addresses shown as P.O. Box Numbers or RFD numbers should indicate in Item 14, "Continuations/Remarks", a street address or general guidance to reach the place of residence. In addition, the notation "See Item 14" should be included in the item pertaining to the particular next of kin or when the space for a particular item is insufficient. If the address for the person in the item has been shown in a preceding item, it is unnecessary to repeat the address; however, the name must be entered. Those items that are considered not applicable to civilians will be left blank.

ITEM 1. Enter full last name, first name, and middle initial.

ITEM 2. Enter social security number (SSN).

ITEM 3a. Service. **Military:** Mark X in appropriate block. **Civilian:** Mark two blocks as appropriate. Examples: an Army civilian would mark Army and either Civilian or Contractor; a DoD civilian, without affiliation to one of the Military Services, would mark DoD and then either Civilian or Contractor as appropriate.

ITEM 3b. Reporting Unit Code/Duty Station. See Service Directives.

ITEM 4a. Spouse Name. Enter last name (if different from Item 1), first name and middle initial on the line provided. If single, divorced, or widowed, mark appropriate block.

ITEM 4b. Address and Telephone Number. Enter the "actual" address and telephone number, not the mailing address. Include civilian title or military rank and service if applicable. If one of the blocks in 4a is marked, leave blank.

ITEM 5a-d. Children. Enter last name (only if different from Item 1) first name and middle initial, relationship, and date of birth of all children. If none, so state. Include illegitimate children if acknowledged by member or paternity/maternity has been judicially decreed. Relationship examples: son, daughter, stepson or daughter, adopted son or daughter or ward. Date of birth example: 19950704. For children not living with the member's current spouse, include address and name and relationship of person with whom residing in item 5d.

ITEM 6a. Father Name. Last name, first name and middle initial.

ITEM 6b. Address and Telephone Number of Father. If unknown or deceased, so state. Include civilian title or military rank and service if applicable. If other than natural father is listed, indicate relationship.

ITEM 7a. Mother Name. Last name, first name and middle initial.

ITEM 7b. Address and Telephone Number of Mother. If unknown or deceased, so state. Include civilian title or military rank and service if applicable. If other than natural mother is listed, indicate relationship.

ITEM 8. Persons Not to be Notified Due to Ill Health.

- a. List relationship, e.g., "Mother," of person(s) listed in Items 4, 5, 6, or 7 who are not to be notified of a casualty due to ill health. If more than one child, specify, e.g., "daughter Susan." Otherwise, enter "None".
- b. List relationship, e.g., "Father" or name and address of person(s) to be notified in lieu of person(s) listed in item 8a. If "None" is entered in Item 8a, leave blank.

ITEM 9a. This item will be used to record the name of the person or persons, if any, other than the member's primary next of kin or immediate family, to whom information on the whereabouts and status of the member shall be provided if the member is placed in a missing status. Reference 10 USC, Section 655. **NOT APPLICABLE to civilians.**

ITEM 9b. Address and telephone number of Designated Person(s). **NOT APPLICABLE to civilians.**

ITEM 10. Contracting Agency and Telephone Number (**Contractors only**). **NOT APPLICABLE to military personnel.** Civilian contractors will provide the name of their contracting agency and its telephone number. Example: XYZ Electric, (703) 555-5689. The telephone number should be to the company or corporation's personnel or human resources office.

ITEM 11a. Beneficiary(ies) for Death Gratuity (**Military only**). Enter first name(s), middle initial, and last name(s) of the person(s) to receive death gratuity pay. A member may designate one or more persons to receive all or a portion of the death gratuity pay. The designation of a person to receive a portion of the amount shall indicate the percentage of the amount, to be specified only in 10 percent increments, that the person may receive. If the member does not wish to designate a beneficiary for the payment of death gratuity, enter "None," or if the full amount is not designated, the payment or balance will be paid as follows:

- (1) To the surviving spouse of the person, if any;
- (2) To any surviving children of the person and the descendants of any deceased children by representation;
- (3) To the surviving parents or the survivor of them;
- (4) To the duly appointed executor or administrator of the estate of the person;
- (5) If there are none of the above, to other next of kin of the person entitled under the laws of domicile of the person at the time of the person's death.

The member should make specific designations, as it expedites payment.

INSTRUCTIONS FOR PREPARING DD FORM 93

(Continued)

ITEM 11a. (Continued) Seek legal advice if naming a minor child as a beneficiary. If a member has a spouse but designates a person other than the spouse to receive all or a portion of the death gratuity pay, the Service concerned is required to provide notice of the designation to the spouse. **NOT APPLICABLE to civilians.**

Item 11b. Relationship. **NOT APPLICABLE to civilians.**

ITEM 11c. Enter beneficiary(ies) full mailing address and telephone number to include the ZIP Code. **NOT APPLICABLE to civilians.**

ITEM 11d. Show the percentage to be paid to each person. Enter 10%, 20%, 30%, up to 100% as appropriate. The sum shares must equal 100 percent. If no percent is indicated and more than one person is named, the money is paid in equal shares to the persons named. **NOT APPLICABLE to civilians.**

ITEM 12a. Beneficiary(ies) for Unpaid Pay/Allowance (**Military only**). Enter first name(s), middle initial, last name(s) and relationship of person to receive unpaid pay and allowances at the time of death. The member may indicate anyone to receive this payment. If the member designated two or more beneficiaries, state the percentage to be paid each in item 10c. If the member does not wish to designate a beneficiary, enter "By Law." The member is urged to designate a beneficiary for unpaid pay and allowances as payment will be made to the person in order of precedence by law (10 USC 2771) in the absence of a designation. Seek legal advice if naming a minor child as beneficiary. **NOT APPLICABLE to civilians.**

ITEM 12b. Enter beneficiary(ies) full mailing address and telephone number to include the ZIP Code. **NOT APPLICABLE to civilians.**

ITEM 12c. If the member designated two or more beneficiaries, state the percentage to be paid each in this section. The sum shares must equal 100 percent. **NOT APPLICABLE to civilians.**

ITEM 13a. Enter the name and relationship of the Person Authorized to Direct Disposition (PADD) of your remains should you become a casualty. Only the following persons may be named as a PADD: surviving spouse, blood relative of legal age, or adoptive relatives of the decedent. If neither of these three can be found, a person standing in loco parentis may be named. **NOT APPLICABLE to civilians.**

ITEM 13b. Address and telephone number of PADD. **NOT APPLICABLE to civilians.**

ITEM 14. Continuations/Remarks. Use this item for remarks or continuation of other items, if necessary. Prefix entry with the number of the item being continued; for example, 5/John J./son/ 19851220/321 Pecan Drive, Schertz TX 78151. Also use this item to list name, address, and relationship of other persons the member desires to be notified. Other dependents may also be listed. This block offers the greatest amount of flexibility for the member to record other important information not otherwise requested but considered extremely useful in the casualty notification and assistance process. Besides continuing information from other blocks on this form, the member may desire to include additional information such as: NOK language barriers, location or existence of a Will, additional private insurance information, other family member contact numbers, etc. If additional space is required, attach a supplemental sheet of standard bond paper with the information.

ITEM 15. Signature of Service Member/Civilian. Check and verify all entries and sign all copies in ink as follows: First name, middle initial, last name. Include rank, rate, or grade if applicable. May be electronically signed (see DoD Instruction 1300.18 for guidelines).

ITEM 16. Signature of Witness. Have a witness (disinterested person) sign all copies in ink as follows: First name, middle initial, last name. Include rank, rate, or grade as appropriate. A witness signature is not required for electronic versions of the DD Form 93 (see DoD Instruction 1300.18).

ITEM 17. Date the member or civilian signs the form. This item is an ink entry and must be completed on all copies.

DCMA INST 8210.1C (Change 1)

AFI 10-220_IP

AR 95-20

NAVAIRINST 3710.1G

COMDTINST M13020.3A

DCMA-AO

21 August 2013

CONTRACTOR'S FLIGHT AND GROUND OPERATIONS

PURPOSE. This Instruction supersedes DCMA INST 8210.1/AFI 10-220_IP/AR 95-20/NAVAIRINST 3710.1F, COMDTINST M13020.3, 1 March, 2007, and all previous versions. It establishes requirements for flight and ground operations involving all contracted work performed on aircraft where this Instruction is incorporated as a contract requirement, as well as procedures to be followed by Government Flight Representatives (GFRs). Chapter 7 establishes policy and procedures to be followed by GFRs and does not establish any additional contractor requirements. This Instruction describes the content of the contractor's aircraft flight and ground operations procedures (hereafter identified as Procedures) and approval for these Procedures. It provides for the delegation of authority for such approvals, regardless of Service affiliation.

APPLICABILITY AND SCOPE. This Instruction applies to contractor personnel whose duties include the operation, production, modification, *development*, or maintenance of any aircraft (*with or without a wing or engine attached*), *including Government, Foreign Military Sales (FMS), pre-accepted, non-Government aircraft on contract to perform Public Aircraft Operations (PAO) and other aircraft, whether or not the Government has a vested interest in ownership*, under any contract which incorporates by reference or includes this Instruction, and to all GFRs appointed pursuant to those contracts. This instruction has been coordinated with and concurred by the Military Services (hereafter referred to as the Services). References in this instruction to FAA certifications or requirements may be substituted with applicable host nation equivalent certifications or procedures. Recommendations for new policies or procedures should be submitted through channels to HQ *Defense Contract Management Agency (DCMA)*, ATTN: DCMA-AO (the Office of Primary Interest (OPI) for this combined military Regulation/Instruction) for review. *The lead ACOM/Command/MAJCOM for contractor operations and all Service GFRs is:*

<i>Army</i>	<i>AMC</i>
<i>Navy/USMC</i>	<i>NAVAIRSYSCOM</i>
<i>USAF</i>	<i>AFMC</i>

PRIVACY ACT. The Privacy Act of 1974 affects this Instruction. This document requires the collection and or maintenance of information protected by the Privacy Act of 1974. The authority to collect and maintain the records prescribed in this instruction are in Title 10, United States Code (U.S.C.), Section 8013 and Title 37 U.S.C. 301a.

CHANGES. Changes shall be coordinated with all Services and DCMA prior to incorporation into this Instruction. For specific guidance from each DoD Component, contact the following:

HQ DCMA:	DCMA-AO 8000 JEFFERSON DAVIS HWY, BUILDING 4A RICHMOND VA 23297-8000	(804) 279-6322
ARMY:	COMMANDER U. S. ARMY MATERIEL COMMAND ATTN: AMCOL-CA, 4400 MARTIN ROAD REDSTONE ARSENAL AL 35898-5000	(256) 450-7021
NAVY:	COMMANDER NAVAL AIR SYSTEMS COMMAND (AIR-09F) 22541 MILLSTONE ROAD, UNIT 10 PATUXENT RIVER MD 20670-1601	(301) 342-7233
AIR FORCE:	HQ AFMC/A3V 508 W CHOCTAWHATCHEE EGLIN AFB FL 32542-5713	(850) 882-7890
COAST GUARD:	COMMANDING OFFICER AVIATION LOGISTICS CENTER US COAST GUARD 1664 WEEKSVILLE RD BLDG 63 ELIZABETH CITY NC 27909-6725	(252) 335-6191

GFR RESPONSIBILITIES. GFRs perform the contract administration services (CAS) function – [FAR subpart 42.302\(a\)\(56\)](#) *maintain surveillance of flight operations*. GFRs are responsible for ensuring contractors establish and follow written Procedures IAW this Instruction. GFRs are bound by this Instruction for all contractor aircrew and flight approvals whenever this Instruction appears on contract. Further GFR responsibilities are described in Chapter 7.

COMMANDER RESPONSIBILITIES. Commanders having the administrative responsibility for any contract or other legal agreement (e.g., Cooperative Research and Development Agreements (CRADAs), special Other Transactions Authority (OTA), or Grants) containing this Instruction shall ensure a trained GFR is appointed to perform the [FAR subpart 42.302\(a\)\(56\)](#) CAS responsibilities.

CONTRACTOR RESPONSIBILITIES. Contractors are responsible for establishing and enforcing safe and effective written Procedures IAW this Instruction. Prime contractors shall ensure their subcontractors comply with the provisions of this Instruction.

INFORMATION REQUIREMENTS. The following forms are referenced and/or required in this instruction.

[DD Form 250, *Material Inspection and Receiving Report*](#)

[DCMA Form 644, *Request for Flight Approval*](#)

[DD Form 1716, *Contract Data Package Recommendation/Deficiency Report*](#)

[DD Form 1821, *Contractor Crewmember Record*](#)

[DD Form 2627, *\(DRAFT\) Request for Government Approval For Aircrew Qualifications and Training*](#)

[DD Form 2628, *\(DRAFT\) Request for Approval of Contractor Crewmember*](#)

Wide Area Workflow Receiving Report (WAWF RR)

Attachments

<u>ATT 1</u>	Glossary of Acronyms
<u>ATT 2</u>	DCMA Form 644, <i>Request for Flight Approval</i>
<u>ATT 3</u>	DD Form 2627, <i>(DRAFT) Request for Government Approval For Aircrew Qualifications and Training</i>
<u>ATT 4</u>	DD Form 1821, <i>Contractor Crewmember Record</i>
<u>ATT 5</u>	DD Form 2628, <i>(DRAFT) Request for Approval of Contractor Flight Crewmember</i>
<u>ATT 6</u>	GFR/GGFR Appointment Letter Sample Format
<u>ATT 6.1</u>	Applications for GFR/GGFR Appointments
<u>ATT 7</u>	Sample Supporting Contract Administration Delegation Format
<u>ATT 7.1</u>	Sample GFR/GGFR Cross Organizational LOA
<u>ATT 8</u>	Sample Survey Report Format
<u>ATT 9</u>	Sample Facility Data Sheet Format
<u>ATT 10</u>	Required Procedures Outline
<u>ATT 11</u>	Procedures Review Guide
<u>ATT 12</u>	Ground Operations Training Matrix
<u>ATT 13</u>	Corrective Action Requests
<u>ATT 14</u>	<i>Certificate of Compliance (Requirement rescinded)</i>
<u>ATT 15</u>	<i>U.S. Armed Forces PAO Decision Tool</i>
<u>ATT 16</u>	<i>Procedures Matrix for Contractor-owned Aircraft PAO Contracts</i>
<u>ATT 17</u>	<i>DoD Accident Classification and CSSO List</i>
<u>ATT 18</u>	Index
<u>ATT 19</u>	Resource Page

BY ORDER OF THE DIRECTOR, DEFENSE CONTRACT MANAGEMENT AGENCY,
COMMANDANT, US COAST GUARD, AND THE SECRETARIES OF THE ARMY, THE
AIR FORCE, AND THE NAVY

/s/ 5 June 2012

D. ARCHITZEL
Vice Admiral, U.S. Navy
Commander

/s/ 28 February 2013

RAYMOND T. ODIERNO
General, United States Army
Chief of Staff

Official:

JOYCE E. MORROW
Administrative Assistant to the
Secretary of the Army

/s/ 18 July 2013

BURTON M. FIELD, Lt Gen, USAFDCS,
Operations, Plans & Requirements

/s/ 22 May 2013

RONALD J. RÁBAGO
Rear Admiral, United States Coast Guard
Assistant Commandant for Engineering and Logistics

/s/ 21 August 2013

CHARLIE E. WILLIAMS, JR.
DCMA Director

COORDINATION: DCMA (DCMA-AO), Army (HQ AMC: AMCOL-CA), Navy (AIR-09F),
Air Force (HQ AFMC/A3V), Coast Guard (ALC)

Table of Contents

	Page
PURPOSE	1
APPLICABILITY AND SCOPE	1
PRIVACY ACT	1
CHANGES	2
GFR RESPONSIBILITIES	2
COMMANDER RESPONSIBILITIES	2
CONTRACTOR RESPONSIBILITIES	2
INFORMATION REQUIREMENTS	3
Chapter 1	11
1. Definitions as they apply to this Instruction	11
1.1. Aircraft.....	11
1.2. Aircraft Acceptance	11
1.3. Aircraft Identification Conventions.....	11
1.4. Aircraft Operations	12
1.5. <i>Aircraft Operations – (Contracted)</i>	12
1.6. Aircraft Rescue and Fire Fighting (ARFF)	13
1.7. Airworthiness	13
1.8. Approving Authority.....	13
1.9. <i>Army Nonstandard Aircraft.</i>	13
1.10. Aviation Program Team (APT)	13
1.11. Aviation Safety Official (ASO)	14
1.12. Bailed Aircraft.....	14
1.13. Certificate.....	14
1.14. Certified.....	14
1.15. Check Flights	14
1.16. Certificate of Waiver or Authorization (COA).....	14
1.17. Cognizant Service Safety Office (CSSO)	14
1.18. Component	14
1.19. Composite Tool Kits (CTKs).....	14
1.20. Contract Administration Services (CAS)	14
1.21. Contract Administration Services Component (CASC)	15
1.22. Contract Flight.....	15
1.23. Contract Management Office (CMO).....	15
1.24. Contracting Officer (CO/KO)	15
1.25. Contractor	15
1.26. Contractor’s Requesting Official (CRO)	15
1.27. Control	15
1.28. Crewmember	15
1.30. Engineering Test Flights	15

1.31.	Experimental Test Flights.....	16
1.32.	FAR and DFARS References	16
1.33.	Flight Crews	17
1.34.	Flight Operations.....	17
1.35.	<i>Foreign Military Sales</i>	17
1.36.	FOD. Foreign Object Damage/Foreign Object Debris.....	17
1.37.	Government Flight Representative (GFR).....	17
1.38.	Government Ground Representative (GGR).....	18
1.39.	Government-Furnished Equipment (GFE)/Property (GFP)	18
1.40.	<i>Ground Operations</i>	18
1.41.	Ground Personnel	18
1.42.	Hardware Control	19
1.43.	<i>Industrial Procedures</i>	19
1.44.	Intent for Flight	19
1.45.	Leased Aircraft.....	19
1.46.	Maintenance Test Flight (Army)	19
1.47.	May	19
1.48.	Mixed Crews	19
1.49.	Non-crewmember	19
1.50.	Orientation Flight.....	19
1.51.	Privileged Safety Information	19
1.52.	Procedures.....	19
1.53.	Program Manager (PM)	20
1.54.	Program Office (also System Program Office (SPO), Program Management Office (PMO), Program Management Aircraft (PMA)). ...	20
1.55.	<i>Public Aircraft Operations</i>	20
1.56.	Qualified	20
1.57.	<i>Quality Procedures</i>	20
1.58.	Service Guidance.....	20
1.59.	Shall	21
1.60.	Should	21
1.61.	Sortie.....	21
1.62.	Support Flights.....	21
1.63.	<i>Supporting Contract Administration</i>	21
1.64.	Technical Data	21
1.65.	Test Aircraft.....	22
1.66.	Trained	22
1.67.	Tools	22
1.68.	Unmanned Aircraft (UA).....	22
1.69.	Unmanned Aircraft Observer	22
1.70.	Unmanned Aircraft System	22
1.71.	<i>Wide Area Workflow Receiving Report (WAWF RR).</i>	22
Chapter 2		23
2.	Waivers.....	23
2.1.	Waivers to this Instruction	23
2.2.	Service Guidance Waivers.....	23

2.3.	Contract Waivers or Contract Changes.....	24
2.4.	Approved Waivers.....	24
2.5.	Waivers with Time Limit	24
2.6.	Waiver Authorities	24
Chapter 3	25
3.	Contractor's Written Procedures	25
3.1.	General Guidance/Requirements.....	25
3.2.	Responsibilities	26
3.3.	Preparation	26
3.4.	No existing Procedures	26
3.5.	Use of Service Guidance	26
3.6.	Subcontractors.....	27
3.7.	Format.....	27
3.8.	Approval.....	27
3.9.	Changes.....	28
3.10.	Modifying contracts to <i>update to</i> this version of the Instruction.....	28
3.11.	Locations with multiple versions of this Instruction.....	28
3.12.	Core Contractor's Flight and Ground Operations Procedures.....	28
3.13.	Review Requirements	28
3.14.	Deficiencies.....	28
3.15.	Noncompliance	28
3.16.	Questions of Interpretation.....	29
3.17.	Access to Contractor's Facilities.	29
Chapter 4	31
4.	Flight Operations	31
4.1.	Flight Management	31
4.2.	Crewmember/Non-Crewmember Approval.	33
4.3.	Crewmember Qualification Requirements.....	35
4.4.	General Procedures	38
4.5.	Crewmember Training Requirements.	41
4.6.	Crewmember Ground Training Requirements	43
4.7.	Crewmember Evaluations	44
4.8.	Forms and Records.....	45
Chapter 5	49
5.	Ground Operations	49
5.1.	Ground Operations Procedures (GOPs)	49
5.2.	Training, Qualification and Certification.....	49
5.3.	FOD and Tool Control.....	50
5.4.	Aircraft Engine/APU/GTC Operation (Ground Personnel).....	52
5.5.	Medical (Physical) Requirements for Ground Personnel.....	54
5.6.	Aircraft Ground Support Equipment (AGSE).....	54
5.7.	Airfield and Facility Vehicle Operation.....	55
5.8.	Aircraft servicing	55
5.9.	Aircraft Ground Handling.....	55

5.10.	AFE/ALSE/ALSS.....	56
5.11.	Egress System/Component Maintenance and Storage.....	57
5.12.	Aircraft/Equipment Hydraulic Fluid Analysis Program.....	58
5.13.	Oil Analysis Program.....	58
5.14.	Test, Measurement, and Diagnostic Equipment (TMDE).....	58
5.15.	Weight and Balance.....	58
5.16.	Tire and Wheel.....	59
5.17.	Welding and Brazing (on <i>or near</i> fueled or previously fueled aircraft).....	59
5.18.	Security of Aircraft/Prevention of Unauthorized Access.....	59
5.19.	Technical Orders/Maintenance Manuals.....	59
5.20.	Aircraft Records Management.....	60
5.21.	Safe-for-Flight Release.....	60
5.22.	Battery Handling, Recharge and Storage.....	60
5.23.	Corrosion Control.....	60
5.24.	Aircraft Weapons, Munitions, and Cartridge Activated Devices.....	60
5.25.	LASERS.....	60
5.26.	Severe Weather.....	60
5.27.	Fuel System Maintenance.....	61
5.28.	Hangaring of Aircraft.....	61
5.29.	Storage and Handling of Hazardous Materials (HAZMAT).....	61
5.30.	Gases (Inert and Flammable).....	61
5.31.	<i>Application of Electrical and Hydraulic Power to the Aircraft.....</i>	61
5.32.	<i>Operation of Landing Gear, Powered Doors, and Flight Control Surfaces.</i>	61
Chapter 6.....		63
6.	Aviation Safety Program Elements.....	63
6.1.	Mishap Prevention Program.....	63
6.2.	Designation of an Aviation Safety Official.....	63
6.3.	Risk Management.....	63
6.4.	<i>Hazard Identification and Elimination Procedures.....</i>	63
6.5.	<i>Aviation Safety Council.....</i>	63
6.6.	<i>Flight Safety Meetings.....</i>	64
6.7.	<i>Safety Audits.....</i>	64
6.8.	<i>Bird/Animal Avoidance and Strike Hazard (BASH) Program.....</i>	64
6.9.	<i>Mid-Air Collision Avoidance (MACA) Program.....</i>	65
6.10.	<i>Safety Publications.....</i>	65
6.11.	<i>Aircraft Damage Reporting Procedures.....</i>	65
6.12.	<i>Aircraft Mishap Notification Procedures.....</i>	65
6.13.	<i>Privileged Data.....</i>	65
6.14.	<i>Mishap Response Plan (MRP) (or Premishap Plan).....</i>	65
6.15.	<i>Aircraft Rescue and Fire Fighting (ARFF) and Aircraft Facility Fire Response.....</i>	67
6.16.	<i>Aircraft Facilities.....</i>	68
6.17.	<i>Contractor Evaluation of ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground.....</i>	68

6.18.	<i>OCONUS ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground</i>	69
Chapter 7	71
7.	GFR Procedures	71
7.1.	GFR Qualifications	71
7.2.	GFR Selection and Assignment	71
7.3.	GFR Training	71
7.4.	GFR Designation	71
7.5.	PCO Responsibility	72
7.6.	ACO Responsibility	72
7.7.	Contractor Field Team (CFT)	72
7.8.	GFR General Responsibilities	72
7.9.	<i>Mishap Response</i>	76
7.10.	Subcontractor Flight Operations	76
7.11.	CAS Responsibilities.....	76
7.12.	Contractor Flight And Ground Operations Surveys	77
7.13.	Other GFR Responsibilities.....	81
7.14.	<i>Government Oversight for Non-Standard Contracts Involving PAO</i>	82
7.15.	<i>Foreign Military Sales</i>	83
7.16.	<i>Direct Commercial Sales</i>	83
7.17.	<i>Other Atypical Programs</i>	83
7.18.	<i>GFR Authority to Approve Limited Procedures</i>	83
Attachment 1	– Glossary of Acronyms.....	85
Attachment 2	– Request for Flight Approval	91
Attachment 3	– Request For Government Approval For Aircrew Qualifications And Training	92
Attachment 4	– Contractor Crewmember Record	93
Attachment 5	– Request For Approval Of Contractor Crewmember	96
Attachment 6	– GFR/GGFR Appointment Letter Sample Format	97
Attachment 6.1	– Applications for GFR/GGFR Appointments.....	98
Attachment 7	– Sample Supporting Contract Administration Delegation Format	100
Attachment 7.1	– Sample GFR/GGFR Cross Organizational LOA	102
Attachment 8	– Sample Survey Report Format	104
Attachment 9	– Sample Facility Data Sheet Format	107
Attachment 10	– Required Procedures Outline.....	108
Attachment 11	– Procedures Review Checklist Guide.....	112
Attachment 12	– Ground Operations Training Matrix.....	115
Attachment 13	– Corrective Action Requests	117
Attachment 14	– Certificate of Compliance (Deleted)	119

Attachment 15 – U.S. Armed Forces PAO Decision Tool	121
Attachment 16 – Procedures Matrix for Contractor-owned Aircraft PAO	122
Attachment 17 – DoD Accident/Mishap/Incident Classification, Reporting Guide, and CSSO List.....	124
Attachment 18 – Index.....	125
Attachment 19 – Resource Page	135

Chapter 1

DEFINITIONS

1. Definitions as they apply to this Instruction.

1.1. Aircraft. For the purposes of this Instruction, unless otherwise provided in the contract, means:

1.1.1. Aircraft to be delivered to the Government under contract (either before or after Government acceptance), including complete aircraft and aircraft in the process of being manufactured, disassembled, or reassembled; provided that an engine, portion of a wing, or a wing is attached to a fuselage of the aircraft;

1.1.2. Aircraft, whether in a state of disassembly or reassembly, furnished by the Government to the Contractor under contract, including all Government property installed, in the process of installation, or temporarily removed; provided that the aircraft and property are not covered by a separate bailment agreement;

1.1.3. Aircraft furnished by the Contractor *to perform a service* under contract; or

1.1.4. Conventional winged aircraft, as well as helicopters, vertical take-off or landing aircraft, lighter-than air airships, unmanned aerial vehicles, or other nonconventional aircraft specified in contract.

1.2. Aircraft Acceptance.

1.2.1. *Accepted Aircraft. Any aircraft which has been formally transferred to the Government.*

1.2.2. *Pre-Accepted Aircraft (New Production). Any aircraft for which the government has an equitable or vested interest, but has not been formally transferred to the Government.*

1.2.3. *Pre-Accepted Aircraft (Post Production). Aircraft already in the DoD inventory that are under a new contract (e.g., Maintenance, Modification, Repair, and Overhaul, (MMRO)) where the final DD Form 250 or WAWF RR has not been completed).*

1.2.4. *Acceptance Documents. Acceptance may be accomplished via the DD Form 250, Material Inspection and Receiving Report, or the Wide Area Workflow Receiving Report (WAWF RR). The DD Form 250 and WAWF RR is a multipurpose report used: (1) to provide evidence of Government contract quality assurance at origin or destination; (2) to provide evidence of acceptance at origin or destination; (3) for packing lists; (4) for receiving; (5) for shipping; (6) as a contractor invoice; and (7) as commercial invoice support. The primary acceptance document is the WAWF RR, which is now required by most DoD contracts.*

1.3. Aircraft Identification Conventions.

1.3.1. Aircraft Basic Mission (Class/Type). Identifies the primary function and capability of an aerospace vehicle (e.g., Attack, Fighter, Helicopter, Patrol, Transport, Trainer). Aircraft Basic Mission is represented by a letter of the alphabet (e.g., Fighter (F-16); Transport (C-135); Trainer (T-38); Bomber (B-1)).

1.3.2. Modified Mission. Identifies modifications to the Basic Mission of an aircraft. The modified mission identification appears to the left of the Basic Mission symbol (e.g., UAS/SUAS (MQ-1B); tanker (KC-135R); cargo (CH-47D), anti-submarine (SH-60B).

1.3.3. Aircraft Design (Model). Identifies major changes within the same Basic Mission. Design numbers appear to the right of the Basic Mission symbol, separated by a dash (e.g., F-16; H-60; C-17).

1.3.4. Aircraft Series. Identifies the production model of a particular design number representing major modifications significantly altering systems components. Consecutive series symbols appear to the immediate right of the design number (e.g., the F-16A and F-16C, the KC-135A and KC-135R, the AH-64A and AH-64D).

1.4. Aircraft Operations. Operations as described in FAR subpart 42.302(a)(56), includes flight and ground aircraft operations.

1.4.1. *Aircraft Operations (as defined by U.S. Code). In the U.S. National Airspace System (NAS), aircraft operations are divided into two categories, Civil Aircraft Operations and Public Aircraft Operations (PAO).*

1.4.1.1. *Civil Aircraft Operations. Anything other than those determined to be Public Aircraft Operations.*

1.4.1.2. *Public Aircraft Operations. In general, the Government considers an aircraft operation "Public" when the aircraft is owned by the Government, or is used by the Government and operates outside of the purview of its FAA airworthiness certificate (e.g., configuration, operational use, flight rules, or maintenance). Aircraft operations in the National Airspace System (NAS) normally require compliance with CFR Part 91. Note: The Services make PAO determinations on a case by case basis. The contracting officer shall provide the contractor a "Declaration of Public Aircraft Operations" Letter. Refer to US Armed Forces PAO Decision Tool ([Attachment 15](#)), and the FAA PAO Circular 00-1.1(Series).*

1.4.2. *International Definitions of Aircraft. Under the Chicago Convention, there are two categories of aircraft. State aircraft include those used in military, police and customs services. Civil aircraft are simply any aircraft that are not State aircraft. The Chicago convention and international law consider certain aircraft used in military, customs and police services, but not formally declared State aircraft, to be "deemed State aircraft". This definition does not include civil aircraft but may include certain contracted air services. Note: There is no difference in the definition whether the aircraft is a manned aircraft or an unmanned aircraft system (UAS).*

1.5. *Aircraft Operations – (Contracted). Contracts that support government operations can involve variations that describe the roles of the contractors and the government. Contractor operations in support of acquisition programs often are Government Owned Contractor Operated (GOCO) operations. This describes the relationship of the contractor operating aircraft owned by the government (to include Pre-accepted aircraft that are contractor held). GOCO also applies to contracted aircrews supporting military operations in government aircraft to include test, transportation and training. Contractor-owned Contractor Operated (COCO) implies that the contractor is supporting a government requirement with their own aircrews and aircraft. Contractor-owned*

Government Operated (COGO) implies that the contractor is supporting a government requirement with their own aircraft manned by Government aircrews. COGO operations are always PAO. COGO operations can be Civil or PAO depending on the various factors that distinguish the two and as a result, the regulations and responsible authorities for these operations can shift from flight to flight depending on the operation.

1.6. Aircraft Rescue and Fire Fighting (ARFF). The fire fighting action taken to prevent, control, or extinguish fire involving, or adjacent to, an aircraft. The purpose of ARFF is to suppress the fire long enough to rescue any incapacitated crewmembers and non-crewmembers, maintain maximum escape routes for ambulatory aircraft occupants, protect fire fighting personnel, and minimize the damage to the aircraft.

1.7. Airworthiness. The ability of an aircraft to safely attain, sustain, and terminate flight within an approved operating envelope. Airworthiness is normally defined as having two components; initial airworthiness and continuing airworthiness. Initial airworthiness relates to the aircraft's initial engineering design and certification. Continuing airworthiness relates to operating the aircraft in an approved configuration, in accordance with established maintenance, training, and operational limits, and within approved safety standards.

1.8. Approving Authority. The commander or designee of one of the following organizations having the administrative responsibility for a particular contract. (Note: [GFRs](#) receive their appointment letters from their Approving Authority. See Chapter 7, Paragraph 7.4, and [Attachment 6.1](#), *Applications for GFR/GGR Appointments*, for additional guidance.)

1.8.1. Army – Heads of Contracting Activity (HCAs) or Principal Assistant Responsible for Contracting (PARC). The authority may be delegated within the contracting activity no lower than the Procuring Contracting Officer (PCO). No delegations are authorized external to the contracting activity.

1.8.2. Navy - Commander, Naval Air Systems Command (COMNAVAIRSYSCOM). Delegated to other Controlling Custodian Commanders who administer FAR subpart 42.302 responsibilities for organizational level support and training contracts.

1.8.3. Air Force - *Head of Contracting Activity* (HCA).

1.8.4. US Coast Guard – Commanding Officer, USCG ALC.

1.8.5. DCMA - Director, DCMA; Operations Directorate, Chief Operating Officer (COO); Director, DCMA International (DCMAI); Director, DCMA Special Programs (DCMAS); DCMA Region Commanders/Directors; Commanders, Defense Contract Management Agency Contract Management Offices (CMOs); (May not be redelegated).

1.8.6. Non DoD/Other - Commander of the Procuring Activity

1.9. *Army Nonstandard Aircraft. Army aircraft not classified standard or aircraft obtained from other DoD activities or commercial sources.*

1.10. Aviation Program Team (APT). The Aviation Program Team (APT) is responsible for performing the FAR subpart [42.302](#)(a)(56) CAS mission. APTs consist of the Government Flight Representative (GFR) and alternates, Government Ground

Representatives (GGRs), Contract Safety Specialist/Contract Safety Manager (CSS/CSM), and where appropriate, the Quality Assurance Representative / Specialist (QAR/QAS). The GFR leads the APT. Where no GFR is assigned, the APT consists of the GGFR, GGR (if assigned), CSS/CSM, and where appropriate, the QAR.

1.11. Aviation Safety Official (ASO). The contractor individual assigned primary responsibility for developing and administering the contractor's aviation safety program.

1.12. Bailed Aircraft. Any Government-owned aircraft provided to a contractor under a Bailment Agreement for use in conjunction with a specific contractual requirement. Aircraft are usually bailed to a contractor to perform Government contract work. Aircraft are usually leased to a contractor for the contractor's use.

1.13. Certificate. Includes documents reflecting successful completion of FAA certification, FAA/Military flight physicals, and training to include: physiological, altitude chamber, centrifuge, qualification, life support, egress, survival, CRM, and other training required by [Service Guidance](#).

1.14. Certified. Endorsed authoritatively as having met certain requirements; possesses the appropriate documentation (e.g., Letter of Designation (LoD), *training record entry indicating appropriate* certification in the case of NDT, welding, etc.).

1.15. Check Flights. Flights to determine compliance with contractual requirements, such as Acceptance Check Flights (ACFs) and Functional Check Flights (FCFs), which include:

1.15.1. Any flight performed to accept or functionally check new aircraft production.

1.15.2. Any flight performed to accept or functionally check accomplishment of depot maintenance, contract maintenance, or modification.

1.15.3. Any flight performed to determine whether an aircraft or its various components are functioning according to predetermined specifications when subjected to the flight environment.

1.16. Certificate of Waiver or Authorization (COA). Certificate issued by the Federal Aviation Administration (FAA) authorizing UAS/SUAS operations in the National Airspace per specifically stated requirements, restrictions, and limitations.

1.17. Cognizant Service Safety Office (CSSO). The CSSO is the Service safety office that has primary responsibility for mishap investigation and reporting on a specific aircraft and contract (Example: Tinker AFB Flight Safety is the CSSO for all KC-135 aircraft while those aircraft are Air Force Materiel Command assets under contract for major modification or PDM.).

1.18. Component. The Service of the Approving Authority as defined above.

1.19. Composite Tool Kits (CTKs). CTKs are tool boxes, tool kits, tool cabinets, tool shelves, equipment kits, etc. (mobile or stationary).

1.20. Contract Administration Services (CAS). Those actions accomplished by the Government including quality assurance (QA), safety, flight operations, and others listed in [Federal Acquisition Regulation \(FAR\) 42.302, Contract Administration Functions](#).

- 1.21. Contract Administration Services Component (CASC). A Contract Management Office (CMO) of Defense Contract Management Agency (DCMA) or a Service which performs CAS in a designated geographical area or a specific contractor's facility as listed in the *Federal Directory of Contract Administration Services (CAS) Components*.
- 1.22. Contract Flight. Any flight under contract regardless of crewmember organization.
- 1.23. Contract Management Office (CMO). The DCMA office which performs assigned functions related to the administration of contracts and preaward functions. The focal point is the Administrative Contracting Officer (ACO).
- 1.24. Contracting Officer (CO/KO).
- 1.24.1. Administrative Contracting Officer (ACO). Individual possessing a contracting warrant who has been delegated authority to perform transactions on behalf of the Government in support of assigned contracts pursuant to [FAR subpart 42.302](#).
- 1.24.2. Procuring Contracting Officer (PCO). The only individual authorized to issue a solicitation and award a contract. The PCO is warranted and appointed by the Head of the Contracting Agency. In most instances, the term "contracting officer" refers to the PCO.
- 1.25. Contractor. Any individual, corporation, or other entity whose personnel may operate aircraft; or perform aircraft maintenance, modification or production.
- 1.26. Contractor's Requesting Official (CRO). The individual appointed by the contractor and authorized to sign a "Request for Approval for Qualification Training," "Request for Approval of Contractor Crewmember," and "Request for Flight Approval." Prime contractors may appoint a subcontractor individual as CRO.
- 1.27. Control. To reduce or prevent the unintentional spread of, to verify, or regulate, as in FOD and Tool Control programs.
- 1.28. Crewmember. Any instructor/flight examiner, pilot, copilot, unmanned aircraft (UA) operator, flight engineer, navigator, weapons system operator, bombardier navigator, combat systems operator (CSO), radar intercept operator, boom operator, crew chief, loadmaster, defensive/offensive system operator, and other flight manual or applicable document handbook identified crewmember when assigned to their respective crew positions to conduct any flight under the contract. NOTE: Only the aircraft operators are considered crewmembers for UA operations.
- 1.29. [DD Form 250](#). See *paragraph 1.2.4*.
- 1.30. Engineering Test Flights.
- 1.30.1. Subsystem development flights (e.g., bombing/navigation, autopilot, fire control, systems).
- 1.30.2. Flights where the aircraft serves as the vehicle carrying the item to be checked (e.g., electronic countermeasure stores, a radar system, a missile).
- 1.30.3. Component development and reliability flights not included under Paragraph 1.30.2. (above).

1.31. Experimental Test Flights. Flights that are conducted to determine or demonstrate critical operating characteristics of an aircraft. These flights often involve greater than normal risk. These include, but are not limited to:

1.31.1. Initial flights of a new mission, type/design or series aircraft, high angle of attack tests, flutter and loads tests, and critical stores separation tests.

1.31.2. Flights to determine or expand flight or propulsion system envelopes.

1.31.3. Flights to initially determine the performance, flight characteristics, and handling qualities.

1.31.4. Flights of an aircraft whose flight characteristics may have been altered by configuration changes.

1.31.5. Initial flights of the first production aircraft of a new mission, type/design, or series.

1.31.6. Initial flights of the first of those aircraft which have undergone “major modification” as determined by the Program Manager.

1.31.7. Component development flights where failure of the test component would make the flight hazardous in nature and/or involve greater than normal risk as determined by the Program Manager, with advice from the contractor and GFR.

1.32. FAR and DFARS References. The Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS) are composed of policy guidance for contracting officers, and clauses for use in contracts. The DFARS, issued by the Office of Deputy Assistant Secretary of Defense (Procurement), provides DoD implementation guidance and policies and procedures unique to DoD. Policy guidance includes instructions to contracting officers on Government policy and when to use the contract clauses contained in Part 52 of the FAR and Part 252 of the DFARS. Contract clauses set forth agreements between the Government and the contractor. NOTE: Non-DoD contracts may follow internal contracting processes or specific contract wording to accomplish the intent of FAR and DFARS clauses. Some of the pertinent clauses that relate to aircraft contracts follow:

1.32.1. [FAR Subpart 42.202, Assignment of Contract Administration](#). Describes how contract administration functions are assigned, redelegated, rescinded or refused.

1.32.2. [FAR Subpart 42.302, Contract Administration Functions](#). Lists the normal CAS functions assigned by the contracting officer and performed by a contract administration office (CAO). FAR Subpart 42.302 (a)(56) is the CAS function that this Instruction describes.

1.32.3. DFARS Part 228.3, *Insurance*, [Subpart 228.370, Additional clauses](#). Requires inclusion of the [GFRC](#) in DoD aircraft contracts.

1.32.4. [DFARS Subpart 242.2, Contract Administration Services](#). Describes responsibilities for the normal assignment of contract administration services at contractor facilities, and for base, post, camp and station contracts.

1.32.5. [DFARS 252.228-7001, Ground and Flight Risk \(GFRC\)](#). Used to indemnify contractors of liability under Government aircraft contracts. Requires contractors to

comply with the operating procedures contained in the combined Instruction entitled 'Contractor's Flight and Ground Operations' in effect on the date of contract award. The requirement to follow the Combined Instruction is a contractual requirement and applies independently of the Government's assumption of risk via the [GFRC](#). This requirement is applicable even when Government withdraws coverage under the [GFRC](#).

1.32.6. DFARS 252.228-7002, *Aircraft Flight Risk* (AFRC). Superseded. May be in use for contracts signed before 8 June, 2010. Used to indemnify contractors of liability under Government aircraft contracts. Normally used for cost-plus contracts. Requires contractors to comply with the operating procedures contained in the combined Instruction entitled 'Contractor's Flight and Ground Operations' in effect on the date of contract award.

1.32.7. [DFARS 252.228-7005, Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles](#). Requires contractors to notify and cooperate with the Government when contract aircraft are damaged.

1.33. Flight Crews. Includes crewmembers and non-crewmembers.

1.34. Flight Operations. Those aircraft operations where intent for flight exists. This instruction uses the term "flight" as defined in the [GFRC](#). High speed taxi and helicopter/tiltrotor hover taxi are also considered flight operations activities.

1.35. *Foreign Military Sales. Foreign Military Sales (FMS) refers to that portion of US Security Assistance authorized by the Arms Export Control Act (AECA)(22 USC § 2751 et seq.), and conducted on the basis of formal contracts or agreements between the United States Government and an authorized recipient government or international organization. FMS includes government-to-government sales of defense articles or defense services, from DoD stocks or through new procurements under DoD-managed contracts, regardless of the source of financing. Simply stated, FMS cases occur when the U.S. Government brokers with a contractor to build aircraft, and the U.S. Government sells it to a foreign country. When operated by Service personnel, or contractors on behalf of a Service, the aircraft operations under a FMS case in U.S. National Airspace, the operations are PAO, and come with responsibilities for airworthiness.*

1.36. FOD. Foreign Object Damage/Foreign Object Debris.

1.36.1. Foreign Object Damage (FOD). Any damage attributed to a foreign object that may be expressed in physical or economic terms, which may or may not degrade the product's required safety and/or performance characteristics. FOD prevention programs are also known as Foreign Object Elimination (FOE) programs.

1.36.2. Foreign Object Debris (FOD). A substance, debris or article alien to an aircraft or system which would potentially cause damage.

1.37. Government Flight Representative (GFR). (See Chapter 7, for the GFR selection and assignment process.) GFRs (as defined below) are:

1.37.1. GFR (Aircraft Flight and Ground Operations). A rated U.S. Military officer, or Government civilian in an aviation position, to whom the Approving Authority has delegated responsibility for approval of contractor flights, Procedures, crewmembers,

and ensuring contractor compliance with applicable provisions of this Instruction (see [Attachment 6](#), *GFR/GGFR Appointment Letter Sample Format*, for sample appointment letter).

1.37.2. Alternate GFR. A rated U.S. Military officer, or Government civilian in an aviation position, to whom the Approving Authority has delegated responsibility to perform GFR duties in the absence of the primary GFR (as defined in Paragraph 1.37.1 above).

1.37.3. Ground GFR (GGFR). A U.S. Military aircraft maintenance officer or NCO (E-7 or above), or Government civilian equivalent, to whom the Approving Authority has delegated responsibility for approval of Procedures related to aircraft ground operations and ensuring contractor compliance with applicable provisions of this Instruction (see [Attachment 6](#), *GFR/GGFR Appointment Letter Sample Format*, for sample appointment letter). GGFRs (as defined by this paragraph) are not authorized to act as a GFR (Aircraft Flight and Ground Operations (Paragraph 1.37.1)) or an alternate GFR (Paragraph 1.37.2), approve contractor crewmembers, flights, flight related portions of the Procedures, or any function/procedure described in this Instruction's [Chapter 4](#) (Flight Operations). The Approving Authority may appoint an alternate GGFR.

1.38. Government Ground Representative (GGR). A U.S. Military aircraft maintenance officer or NCO (E-7 or above), or Government civilian equivalent, with responsibility for surveillance of contractor aircraft ground operations as part of an Aviation Program Team (APT). GGRs differ from GGFRs in that GGRs have no authority to approve GOPs. GGRs shall know the status of all contractor facilities, equipment, group personnel training and certification, technical data, and Procedures involving aircraft ground operations.

1.39. Government-Furnished Equipment (GFE)/Property (GFP). Any Government-owned equipment, including aircraft, aircraft parts, or Ground Support Equipment (GSE) provided to a contractor for use in conjunction with a specific contractual requirement.

1.40. *Ground Operations. Comprised of aircraft operations, performed on/in/or around the aircraft, without the intent for flight. Specific ground operations include, but are not limited to: towing, jacking, lifting, mooring, fueling, hangaring, taxiing (other than hover taxiing and high speed taxi operations), ground runs (engines/APUs, propeller(s)/rotor(s)), external power application, landing gear & control surface movement, operation of associated aerospace ground support equipment, and Aircraft Rescue and Fire Fighting (ARFF). Ground Operations are separate and distinct from the manufacturing processes themselves, but sometimes facilitate the manufacturing and industrial process by supporting activities such as; aircraft maintenance, modification, repair, and overhaul, (MMRO) and production/assembly/check-out. Examples of these supporting Ground Operations are: FOD control early in the manufacturing process, weight and balance of components, etc. Requirements for ground operations procedures (GOPs) exist even prior to when the Government assumes the risk of loss or accepts the aircraft.*

1.41. Ground Personnel. Personnel designated by the contractor to perform ground operations.

1.42. Hardware Control. A method for the control of loose hardware such as nuts, bolts, cotters pins, rivet heads, etc. used to prevent FOD.

1.43. Industrial Procedures. Technical instructions (Service or contractor) that describe assembly, disassembly, repair, removal and installation process steps, maintenance, general aircraft manufacturing guidance/plans, build plans, sub-assembly manufacture, and engineering instructions.

1.44. Intent for Flight. For operations under contract use the specific Service definition.

1.45. Leased Aircraft. Any Government-owned aircraft provided to a contractor under a Lease Agreement. Aircraft are usually leased to a contractor for the contractor's use. Aircraft are usually bailed to a contractor to perform Government contract work. [DoD Instruction 7230.08, Leases and Demonstrations of DoD Equipment](#), further clarifies leased aircraft procedures and requirements. Lease agreements are legal contracts between the Government Program Office and the contractor.

1.46. Maintenance Test Flight (Army).

1.46.1. Any flight performed to accept or check accomplishment of maintenance or modification.

1.46.2. Flight performed to determine whether an aircraft and its various components are functioning according to predetermined specifications while subjected to the flight environment.

1.47. May. Denotes the permissive. However, the term "no person may..." means that no person is required, authorized, or permitted to do the act described.

1.48. Mixed Crews. Flight crews composed of a mix of Government and contractor personnel, or multiple contractors.

1.49. Non-crewmember. Personnel, other than crewmembers or passengers, designated by the Contractor's Requesting Official (CRO) to perform a necessary function while the aircraft is in flight, for example: maintenance personnel observing the performance of malfunctioning equipment to help ascertain the cause of equipment failure, photographers, and systems operators. *Maintenance/Engineering Support Personnel (MESP) are non-crewmembers (USAF).*

1.50. Orientation Flight. A flight (usually performed within the local flying area) to familiarize selected personnel with the mission of the aircraft. Orientation flights are always Point A to Point A.

1.51. Privileged Safety Information. Statements, reports or testimony given to a safety investigator or board pursuant to a promise of confidentiality, and any direct references to any such statements or testimony elsewhere in a report. The findings, evaluations, analyses, opinions, conclusions, recommendations and other indications of the deliberative processes of a safety investigator, safety investigation boards, endorsers and reviewers are also privileged safety information.

1.52. Procedures. Separate and distinct written instructions developed by the contractor and approved by the GFR, which delineate the processes contractor personnel shall follow while conducting operations affecting aircraft subject, by contract,

to the requirements of this Instruction. Procedures may be divided into two parts; Flight Operations Procedures (FOPs) and Ground Operations Procedures (GOPs). The terms Procedures and Contractor's Procedures are synonymous.

1.53. Program Manager (PM). The Program Manager is designated, under [DoD 5000.1, The Defense Acquisition System](#), as the individual in the Services who is responsible for the management of a system acquisition program. He/she depends on a warranted Procuring Contracting Office (PCO) to assist him/her in the critical steps of fulfilling program objectives.

1.54. Program Office (also System Program Office (SPO), Program Management Office (PMO), Program Management Aircraft (PMA)). The office which provides life cycle management of aircraft programs.

1.55. *Public Aircraft Operations. See paragraph 1.4.1.2.*

1.56. Qualified. Meets the necessary training and proficiency (complete task without direct supervision) requirements for a task.

1.57. *Quality Procedures. Those procedures related to ensuring product form, fit or functionality. Examples include company quality manuals, and published quality standards like ISO 9000/AS9100.*

1.58. Service Guidance. *“Service Guidance” is* the procuring Service’s regulations, instructions, flight manuals, and technical publications *listed below, and those* specified in the contract in effect on the date of contract award (unless the contract is modified with respect to specific Service Guidance changes), which are applicable to the specific flight and/or ground operations conducted by the contractor. *Service Guidance* is not to be interpreted as requiring the day to day administrative functions that govern operations in Government organizations. As stated, contractors are only bound by the portion of Service Guidance that is applicable to the aircraft operations being performed under contract. Service Guidance does not automatically include the Service instructions/regulations that are referenced in the Service Guidance. If a Service Guidance instruction/regulation addresses a specific topic by referencing a second tier Service instruction/regulation, that referenced section in the second tier document shall be considered required Service Guidance for that topic. Service Guidance (that which is in effect on the date of contract award (unless modified)) includes the following:

1.58.1. For USAF aircraft contracts: *AFI 10-220_IP (AFMC Supplement)*, (Manned/UAS) AFI 11-202, Vol 1-3 and applicable AFMC supplements; AFI 11-2FT, Vol 1-3; AFI 11-401, AFI 11-301, AFI 16-1301, and applicable AFMC supplements. (SUAS) AFI-11-502 Vol 1-3 and applicable AFMC supplements; AFI 11-5FT Vol 1-3. (Contractor personnel integrated with Air Force maintenance personnel on Air Force installations only) AFI 21-101 and *MAJCOM/local supplements*.

1.58.2. For USN/USMC aircraft contracts: OPNAV Instruction 3710.7 and applicable aircraft general NATOPS FLIGHT MANUALS. *For COCO PAO, Navy Service Guidance is: applicable aircraft NATOPS FLIGHT MANUALS.*

1.58.3. For USA aircraft contracts: AR 70-62, AR 95 (series), AR 40-501, AR 385 series, and applicable technical manuals.

1.58.4. For USCG aircraft contracts: Coast Guard Air Operations Manual, COMDTINST M3710.1 (series), and Aeronautical Engineering Maintenance Management Manual, COMDTINST M13020.1 (series).

1.59. Shall. Denotes the imperative.

1.60. Should. Indicates a desired, though not required, outcome.

1.61. Sortie. For record and reporting purposes of this Instruction, a sortie is defined as a flight by one aircraft. A sortie begins when the aircraft begins to move forward on takeoff or takes off vertically from rest at any point of support. It ends after airborne flight when the aircraft returns to the surface and,

1.61.1. The engines are stopped or,

1.61.2. Aircraft has been on the surface for 5 minutes, whichever comes first between 1.61.1 and 1.61.2 or,

1.61.3. Change is made in the pilot in command (for manned aircraft).

1.62. Support Flights. These include but are not limited to:

1.62.1. Photographic,

1.62.2. Chase,

1.62.3. Rescue and recovery,

1.62.4. Target or target towing,

1.62.5. Aircraft delivery,

1.62.6. Orientation,

1.62.7. Demonstration flights,

1.62.8. Severe weather evacuation flights,

1.62.9. Cargo and/or personnel transport flights. This includes flights of an emergency nature,

1.62.10. Aircrew evaluation, training, and currency and,

1.62.11. Product or Mission Support Flights (including deployments) as directed by the Services.

1.63. Supporting Contract Administration. Supporting Contract Administration (SCA) delegations are formal written agreements between the administering CAS Component (CASC) organization and another CASC organization, and are the preferred method used to transfer [FAR subpart 42.302\(a\)](#) requirements from one CASC organization to another. This is done when, for example, contract work is performed at geographically separated locations. If the supporting unit commander is not a CASC commander see [DFARS 242.202 paragraph \(e\)\(1\)\(A\)](#)

1.64. Technical Data. Documents/instructions/procedures which can be in the form of Service Guidance, or ~~Service approved~~ *Original Equipment Manufacturer (OEM)* procedures, contractor engineering instructions, or equivalent.

1.65. Test Aircraft. Any aircraft used for research, development or test and evaluation purposes.

1.66. Trained. Instructed in the necessary knowledge and skills to perform assigned duties and responsibilities.

1.67. Tools. Items used in the performance of a maintenance, manufacturing, or assembly/disassembly task, or operation are considered tools. Miscellaneous parts, hardware, and personal items are not considered tools.

1.68. Unmanned Aircraft (UA). Includes any aircraft that is operated without an operator onboard (piloted remotely or autonomously). UAs have been known as Unmanned Aerial Vehicles (UAV), Remotely Operated Aircraft (ROA), Remotely Piloted Aircraft (RPA), Remotely Piloted Vehicles (RPV), Unmanned Aircraft Systems (UAS) and Small Unmanned Aircraft Systems (SUAS). *Optionally piloted aircraft will be treated as UAVs when unmanned. Unmanned aircraft may also include aerostat balloons.*

1.69. Unmanned Aircraft Observer. Individual required to perform the see-and-avoid function for UA operations through direct visual contact.

1.70. Unmanned Aircraft System (UAS/SUAS). Includes the aircraft (UA), communications, control systems, and ground support elements. UAS/SUAS aircraft are classified by Groups as defined below

1.70.1. UA Group 1. Typically weigh less than 20 pounds. Normally operate VFR in Class E, G, Special Use Airspace, or Uncontrolled Airspace. Normal operations are below 1200 feet AGL and at speeds less than ~~100~~ 250 knots.

1.70.2. UA Group 2. Typically weigh 21-55 pounds. Normally operate VFR in Class D, E, G, or Special Use Airspace. Normal operations are below 3500 feet AGL and at speeds less than 250 knots.

1.70.3. UA Group 3. Typically weigh more than 55 pounds but less than 1320 pounds. Normally operate VFR in Class D, E, G, or Special Use Airspace. Normal operations are below 18,000 feet MSL and at speeds less than 250 knots.

1.70.4. UA Group 4. Typically weigh more 1320 pounds. Normally operate VFR in all airspace below 18,000 feet MSL and at any airspeed.

1.70.5. UA Group 5. Typically weigh more 1320 pounds. May operate VFR or IFR in all airspace above or below 18,000 feet MSL and at any airspeed.

1.71. Wide Area Workflow Receiving Report (WAWF RR). See paragraph 1.2.4.

Chapter 2

WAIVER PROCEDURES

2. Waivers. A waiver is written relief from a specific contractual requirement. *Waivers may be limited to specific contracts, locations, individuals or conditions.* The contractor should request a waiver when specific requirements add cost or complexity to contract accomplishment without increasing safety or reducing Government's risk, or when alternate procedures or requirements can be substituted which provide equivalent levels of safety, proficiency and/or risk mitigation. The contractor shall comply with the contract and this Instruction until the waiver is granted. ACOs and PCOs, shall not use the contract modification process for aviation contracts to waive this Instruction or Service Guidance requirements. DFARS Part 228.3, *Insurance*, subpart 228.370 – Additional Clauses, describe the limits imposed on the PCO for modifying the GFR. When issued, waivers ~~shall be valid no more than the length of the applicable contract and~~ shall be attached to the Procedures. All waivers shall be reviewed at least annually by the GFR to ensure the requirements for the waiver are still valid. There are three types of waivers that affect contractor aircraft operations; waivers to this Instruction; waivers to Service Guidance; and contract waivers.

2.1. Waivers to this Instruction.

2.1.1. Waiver requests to this Instruction are generated by the contractor.

2.1.2. Content. Waiver requests *are written on company letterhead and must detail the justification for the waiver.* Contractor shall submit a risk management analysis and risk mitigation plan to reduce the risk to aircraft operations affected by the waiver. Waiver requests must be in written or electronic format. (USAF: To expedite the waiver process, contractors should document/submit waiver requests on an AFMC Form 73.)

2.1.3. Routing. Send all requests for waivers to this Instruction to the GFR. The GFR shall ensure the ACO receives a copy of the waiver package. DCMA GFRs shall forward waiver requests with recommendations through their chain of command to DCMA-AO. DCMA-AO will endorse the waiver with recommendations, and forward it to the waiver authority of the Instruction. Service GFRs shall forward waiver requests with recommendations directly to the waiver authority. (USAF: If the AFMC Form 73 is used, the GFR will be listed as the Action Officer in Section 1. The GFR shall indicate their concurrence or non-concurrence (with or without comment) with the contractor waiver request.)

2.2. Service Guidance Waivers.

2.2.1. Waivers to Service Guidance are generated by the contractor.

2.2.2. The use of Service Guidance in a contract ensures that contractor's flight and ground operations risk levels parallel the risk accepted by the Services. Though "contractor" operations may not have been considered when Service Guidance was developed, contractors must comply with the Service Guidance as written (when required by this instruction) or seek relief through the waiver process. Use this process when requesting relief from requirements of Service Guidance, flight manuals and technical publications.

2.2.3. Content. Waiver requests *are written on company letterhead and must detail the justification for the waiver*. Contractor shall submit a risk management analysis and risk mitigation plan to reduce the risk to aircraft operations affected by the waiver. Waiver requests must be in written or electronic format. (USAF: To expedite the waiver process, contractors should document/submit waiver requests on an AFMC Form 73.)

2.2.4. Routing. From the contractor's viewpoint the routing process for [Service Guidance](#) is the same as for waivers to this Instruction. Once the waiver package is received by the waiver authority for this Instruction, they will forward it with recommendations to the appropriate [Service Guidance](#) waiver authority for final approval or disapproval. (USAF: If the AFMC Form 73 is used, the GFR will be listed as the Action Officer in Section 1. The GFR shall indicate their concurrence or non-concurrence (with or without comment) with the contractor waiver request.)

2.3. Contract Waivers or Contract Changes. Requests to modify contract requirements are accomplished through the use of a [DD Form 1716, Contract Data Package Recommendation/Deficiency Report](#). These contract modification requests are routed through the ACO to the PCO for action. If the contract change relates to aircraft operations, route DD Form 1716s generated by contractors through the GFR. The GFR will forward the 1716 with recommendations to the ACO.

2.4. Approved Waivers. If approved, the GFR *shall provide a copy of the approved waiver to, and discuss the scope of the waiver with, the ACO. ~~who will determine if any equitable adjustments to the contract are warranted.~~* The specifics of the deviation shall be included in the Procedures.

2.5. Waivers with Time Limits. Contractors should ensure that waivers that are within 90 days of expiring are resubmitted if the original requirement for the waiver still exists. This will ensure no disruptions in contractor operations occur due to the waiver expiring. When a waiver expires, contractors are bound by the original contract, [Service Guidance](#), and this Instruction.

2.6. Waiver Authorities for this Instruction, and routing for [Service Guidance](#):

2.6.1. Army - U. S. Army Materiel Command, ATTN: **AMCOL**-CA, 4400 Martin Rd., Redstone Arsenal, AL 35898-5000.

2.6.2. Air Force - Headquarters Air Force Materiel Command, HQ AFMC/A3. Forward requests to HQ AFMC/A3V, 508 W. Choctawhatchee, Eglin AFB, FL 32542-5713.

2.6.3. Navy - Commander, Naval Air System Command. Forward requests to: Commander, Naval Air System Command, AIR-09F, 22541 Millstone Rd. Unit 10, Patuxent River, MD 20670-1606.

2.6.4. Coast Guard - Commanding Officer, USCG ALC, 1664 Weeksville Road Building 63, Elizabeth City, NC 27909-6725.

2.6.5. Non-Signatory Waiver Authorities – When a contract that includes this Instruction is issued by an organization not listed as a signatory to this Instruction (NASA, DEA, DHS, foreign governments, etc.), contact the organization issuing the contract for guidance on identifying the appropriate waiver authority.

Chapter 3

PROCEDURES

3. Contractor's Written Procedures. Contractors shall develop specific written Procedures for all flight and ground operations. *Procedures are intended to reduce risk and shall be vetted through the contractor's risk management process (see paragraph 6.3).* The requirement to develop and follow Procedures is a contractual requirement and applies independently of the Government's assumption of risk via the GFRC. Requirements related to Procedures only end for individual aircraft when the aircraft are no longer under contract. Contractors shall not begin flight or ground operations until the Procedures have been approved in writing by the GFR. Aircraft operations conducted without approved Procedures may be considered to place the aircraft under unreasonable conditions and may be grounds for withdrawal of the Government's assumption of risk via the GFRC. The GFRC describes the process for removing the Government's assumption of risk. *The GFRC delineates when the Government's assumption of risk of loss begins for new production aircraft. Though the Combined Instruction applies irrespective of the Government's acceptance of risk of loss, many GOPs, (e.g., engine run currency) have no applicability and are not required prior to when Government liability is attached via the GFRC. Other GOPs, (e.g., Weight and Balance) would apply universally irrespective of the status of the Government's assumption of risk of loss because the GOP has a direct effect on future risk. And still other GOPs, e.g., (FOD and Tool Control) may be tailored commensurate with the degree of risk during each phase of operations.*

3.1. General Guidance/Requirements.

3.1.1. Should a conflict occur in the contract between sources of guidance, the following hierarchy shall be used in descending order: this Instruction, Service Guidance, and the Procedures. When several of these sources provide guidance that do not conflict but are different, the most restrictive of the sources shall be followed. ~~Contractors must also comply with the contract itself.~~ Contracting officers cannot waive any of the requirements of this Instruction or Service Guidance through contract text except as specified in the DFARS or Service Guidance requiring higher level authority. When contractual text is discovered that substantially alters the requirements of this Instruction or Service Guidance, elevate concerns to the Waiver Authorities for this Instruction. Procedures shall include all items from Attachment 10, item by item, as applicable to the contract. Contractors need not include in their Procedures the definitions from this Instruction except as a reference. If any definitions are included, they shall not be changed from the language of this Instruction. Contractors do not need to include in their Procedures the crewmember qualifications from this Instruction unless they wish to make them more restrictive. Contractors with separate functional organizations responsible for Flight and Ground Operations may divide their Procedures into two parts: Flight Operations Procedures (FOPs) and Ground Operations Procedures (GOPs). However, contractor functional organizations are responsible for compliance with this Instruction and the Procedures as a whole.

3.1.2. *Procedures are required for PAO operations involving contractor-owned aircraft. When a contractor-owned aircraft operation transitions from Civil to Public, a*

significant shift in responsibility and liability to the government contracting agency occurs. When this instruction is applied to contractor-owned PAO without the [GFRC](#) as a means to mitigate the risks to DoD that come with PAO designations, the applicable programs and oversight will change because the government has no vested interest in the ownership of the aircraft. Since the government does not have a vested interest in the ownership of the aircraft specifically, there are many sections in chapter [4](#), [5](#), and [6](#) that do not need to be defined in the contractor's Procedures. The required areas of oversight may be defined in the PWS/SOW or H clause of a contract. In addition, a GFR assigned oversight of a contractor conducting PAO may be assigned responsibilities not included in this instruction but that involve the mitigation of risk in support of the airworthiness and continuing airworthiness of the aircraft. Attachment 16 is guidance for the determination of areas that should be considered for COCO PAO oversight.

3.2. Responsibilities. The contractor is responsible for writing, implementing and enforcing its Procedures, and identifying and correcting deficiencies.

3.3. Preparation. The contractor shall prepare and maintain specific written Procedures, separate and distinct from [industrial](#) or [quality](#) procedures, that describe aircraft flight and ground operations at all operating facilities. If the contractor references existing company procedures, operating instructions, etc., in these Procedures to fulfill the requirements of this Instruction, the referenced document(s) shall be made readily available for review and become part of the contractor's Procedures for the purposes of this Instruction. The Procedures shall:

3.3.1. Provide specific guidance describing activities and requirements of this Instruction and contractual provisions pertaining to safety, and flight and ground operations applicable to all aircraft for each specific contractor operation and location;

3.3.2. Describe in detail how the contractor ensures that individuals perform only duties they are qualified and authorized to perform;

3.3.3. Adequately explain all aspects of a given operation to include the purpose, scope, and steps to accomplish the task;

3.3.4. Identify the office/title of individual responsible;

3.3.5. Include requirements to verify the successful completion of the procedure, when appropriate.

3.3.6. Contractor-owned aircraft flying non-PAO follow civil rules. GFRs do not approve non-PAO Procedures.

3.4. No existing Procedures. For contractor operations with no existing approved Procedures, the contractor should provide its Procedures, including portions thereof, to the GFR for approval as soon as possible. Procedures may be approved in sections, however contractors shall not conduct ground operations until the applicable Procedure has been approved (*interim or final approval*). Flight operations are prohibited until all Procedures have been approved.

3.5. Use of Service Guidance. *Where [Service Guidance](#) is included in the contract or listed in Paragraph 1.58, the contractor's Procedures shall comply with that [Service](#)*

Guidance. *Contractors are encouraged to base the rest of their Procedures on any available standards (e.g., commercial, instructions, manuals, T.O.'s, and Programs of Instructions (POI)).* For all operations, contractors are bound only by that Service Guidance that is applicable to the operations being performed under contract. In the development of Procedures, the contractor, GFR, and Program Office should work together closely to ensure that the correct, applicable Service Guidance is used. If *Service/commercial standards are* not available for a unique aircraft, test program, or flight/ground operation, the contractor shall recommend procedures similar to *standards* for a similar aircraft and/or operation for GFR approval.

3.5.1. At locations with multiple Service contracts, the GFR and contractor may elect to specify general guidance from a single source for basic flight rules, evaluations etc. The contractor is encouraged to develop a common set of Procedures. This will require the contractor to request common process block changes or waivers.

3.5.2. The GFR, in concert with contractor management personnel, should ensure that existing Procedures are modified, if required, when pertinent Service Guidance changes. This may require a contract change.

3.6. Subcontractors. The prime contractor is responsible for all contract requirements subcontracted or delegated to other sources. The prime contractor has the responsibility for ensuring that the subcontractor has procedures in place to implement the requirements of this Instruction. Per the June 2010 Ground and Flight Risk Clause (DFARS 252.228-7001), a prime contractor is not relieved from liability for damage, loss, or destruction of aircraft while contract aircraft is in the possession or control of its subcontractors, except to the extent that the subcontract, with the written approval of the Contracting Officer, provides for relief from each liability. This means the Government's indemnification of the contractor through the GFRC does not automatically flow down to subcontractors unless specifically stated in the contract. The requirements of this Instruction apply even when the Government's assumption of risk through the GFRC does not flow down to a subcontractor.

3.7. Format. Contractors shall write their Procedures to follow the order of Attachment 10 or provide a paragraph cross reference.

3.8. Approval. The contractor shall:

3.8.1. Forward the completed Procedures for each location to the cognizant GFR for approval.

3.8.2. Identify to the GFR a single point of contact who has cognizance over the functional organizations involved and who can coordinate approval issues.

3.8.3. Maintain current copies of the approved Procedures at each operating location.

3.8.4. GFR's may conditionally approve a contractor's Procedures in cases where the contractor is making progress towards a complete and satisfactory set of Procedures but schedule constraints make the conditional approval of interim GOPs or FOPs acceptable. The GFR will provide the conditions of the approval in writing to the contractor.

3.9. Changes. All proposed changes shall be submitted to the GFR in writing. Approved changes shall be incorporated into all copies of the Procedures. Changes are not in effect until the GFR approves them.

3.10. Modifying contracts to *update to* this version of the Instruction. If a contract modification (*contractor or Government initiated*) implements a more recent version of this Instruction, *or a new contract is issued*, the contractor may operate for three months with existing approved Procedures created using an earlier version of this Instruction.

3.11. Locations with multiple versions of this Instruction. Where contractors have multiple contracts that contain older versions of this Instruction, they are bound by the specific version defined in each contract. In lieu of maintaining separate Procedures for each contract, contractors may request a contract modification for the older contracts to upgrade to the latest version of the Instruction.

3.12. Core Contractor's Flight and Ground Operations Procedures. Some contractors develop overarching "Core" procedures to ensure operations are uniform throughout their multiple locations. When Core procedures do not address site/aircraft specific operations, each site using the Core procedures shall also develop a local operating annex to cover those gaps. The Core procedures and annex together comprise the contractor's Procedures.

3.13. Review Requirements. Contractors shall (at least every 12 months):

3.13.1. Conduct a review of their Procedures. Contractors should use [Attachment 11, Procedures Review Guide](#), when reviewing Procedures. Source documents referenced in the Procedures per Paragraph 3.3 must be reviewed to ensure they are still valid, however, they need not be re-dated to the date of the Procedures themselves;

3.13.2. Verify the safety and effectiveness of each procedure;

3.13.3. Assess changing [Service Guidance](#) and its effect.

3.13.4. At the completion of the review, recommended changes shall be forwarded to the GFR for approval. The GFR's annual approval shall be attached to the Procedures. A signature page in the front of the Procedures may serve as the GFR's approval/annual review letter.

3.14. Deficiencies. The GFR shall notify the contractor if he/she finds deficiencies or inadequacies in the Procedures. Failure to correct the deficiency within the specified time identified in the GFR's notification is grounds for withdrawal of the approval of the Procedures, contractor flight operations, and/or crewmembers.

3.15. Noncompliance. Failure to comply with approved Procedures or continuation of a dangerous practice is unacceptable and therefore an unreasonable condition within the meaning of the clauses of the contract. A noncompliance may be considered grounds for withdrawal of the Government's assumption of risk for loss or damage to Government aircraft. Withdrawal of the Government's risk shall be accomplished in accordance with the applicable contract wording. The Government reserves the right to take such other action as may be necessary to preserve the safety and security of the aircraft. Should the contractor receive notification of an observed non-compliance (either through a Corrective Action Request (CAR) or other written method) they shall

respond in a timely manner. Corrective actions shall address root causes. (See [Attachment 13](#) for further guidance on the CAR process.)

3.16. Questions of Interpretation. A difference of interpretation concerning the Procedures between the contractor and GFR should be raised to the following authorities for resolution: for DCMA activities, DCMA-AO; for Service activities, waiver authority for this Instruction as listed in Paragraph 2.6.

3.17. Access to Contractor's Facilities. The Prime contractor shall provide the GFR and APT access to the aircraft and facilities upon request and without delay during work hours. If the contractual work is subcontracted to another company, the Prime is responsible to ensure that the GFR and APT have the same privilege to enter the subcontractor's facilities, and the same access to the aircraft being worked. Access is limited to those areas directly related to operations under this Instruction.

Blank

Chapter 4

FLIGHT OPERATIONS

4. Flight Operations. This chapter applies to all Contractor Requesting Officials (CRO), crewmembers and non-crewmembers. It applies for all flights under contract regardless of who is on board or operating the aircraft.

4.1. Flight Management.

4.1.1. General Flight Rules. Contractor flight operations shall follow [Service Guidance](#).

4.1.2. Contractor Flight Planning Area. The contractor shall establish and maintain a flight planning area and provide access to current and sufficient information, including Notice to Airmen (NOTAMs), weather forecasts and advisories, allowing crewmembers to properly plan and participate in flights. Government provided flight planning areas meet this requirement.

4.1.3. Flight Profiles. Flight profiles shall be prepared for all flights and shall detail planned flight checks and events, to include proficiency training and the specific geographical areas or point-to-point routes to be used. Design flight profiles to allow the maximum possible use of ground radar monitoring/advisories, radio communications (status reports at established intervals) or chase aircraft to monitor aircraft position and status.

4.1.4. UA operations Outside of Special Use Airspace. (Restricted Areas, Warning Areas, or Prohibited Areas) require an FAA Certificate of Waiver or Authorization (COA) or other FAA authorization. UA operations (Group 1-3) flying public use aircraft wholly or partially outside Special Use Airspace shall do so only under an approved FAA COA or IAW current DoD/FAA agreements and are confined to Class D, E, G or COA approved airspace. Coordinate operations with the responsible ATC facility as needed/required. UA operation inside buildings or structures is not considered to be part of the National Airspace System (NAS) and is not regulated by the FAA.

4.1.5. Contractor Flight Approval. The GFR approves all contractor flights under this Instruction. The contractor is not indemnified for loss under the [GFRC](#) for any flight which has not received prior written approval by the GFR. Procedures shall delineate processes that ensure flight schedules are developed, and Requests for Flight Approvals submitted, with sufficient lead time to preclude interruption to either Government or contractor operations. Under normal situations, submitting approvals during the workday prior to the *day of the scheduled* flight is considered sufficient lead time.

4.1.6. Flights with Multiple Contractors/Multiple Contracts. The GFR approving flights involving a mixture of contractors and/or contracts shall direct which Procedures the aircrew will follow.

4.1.7. Approved Flights. Flights approved by the GFR must be:

- 4.1.7.1. Conducted by current and qualified crewmembers and non-crewmembers (except as noted in Paragraph 4.5.1, and 4.5.7) in an approved flight area, route, and specified profile.
- 4.1.7.2. Performed according to an approved mission profile or test plan, and within applicable safety and engineering limitations. Experimental and engineering test flights require a specific test plan.
- 4.1.7.3. In accordance with approved Procedures.
- 4.1.7.4. *Assessed for risk prior to each flight.***
- 4.1.8. Flights not Under GFR Cognizance. Occasionally contractor flight operations include formations, chase, pace, intercept/target, or in-flight refueling (receiver or tanker) with non-contract/non-Government aircraft. Contractors are not responsible for the conduct of the non-contract aircraft. However, the CRO shall note the presence of non-contract/non-Government aircraft involved in the mission on the [DCMA Form 644, Request for Flight Approval](#). The CRO shall request a statement verifying the qualifications and capabilities of the non-contract aircrew and aircraft from the owning organization. Elevate any concerns WRT the safety of the mission to the GFR.
- 4.1.9. Flight Supervision. Procedures shall:
- 4.1.9.1. Allow for communication between the contractor flight operations facility and the crewmembers while flying in the local area (e.g., contractor radio, phone patch through tower, etc.). Whatever system is used must be manned for the duration of the flight. Contractor aircrews embedded in Service units should use the local unit's communication facilities and procedures to meet this requirement.
- 4.1.9.2. As a minimum, identify the check flight area, supersonic corridor, stereo route profiles and any required/desired Federal Aviation Administration (FAA) coordination.
- 4.1.9.3. Identify aircraft maintenance release procedures, to include a review of all safety of flight non-conforming repairs, a review of aircraft logs and records for outstanding safety of flight aircraft inspections/bulletins requiring action and expiring components (such as TDs, SBs, TCTOs, ADs, etc.).
- 4.1.9.4. Include record keeping requirements for supersonic flights, if applicable.
- 4.1.10. Documentation of Certificates, Licenses, and Permits. Contractors shall ensure no crewmembers/ non-crewmembers are placed on flight approval requests with non-current certificates, licenses, or permits.
- 4.1.11. Mixed Crew Flights. Procedures must address designation of pilot in command and crew positions for dual piloted and/or multi place aircraft and flight lead for formation flights. With dual contractors with no prime-sub relationship flying on the same flight, dual flight authorization requests are required. Mixed crews performing crewmember or maintenance tasks shall use identical checklists.
- 4.1.12. Minimum Crew Requirements. Minimum crew requirements for the various types of flight activities shall be addressed by the contractor.

4.1.13. Aircrew Duty and Rest Limitations. The crew rest period is the non-work period immediately preceding the crew duty period. This period shall be a minimum of 12 hours with at least 8 uninterrupted hours allowed for sleep. The following crew duty period restrictions apply to all contractor crewmembers/non-crewmembers:

4.1.13.1. The crew duty period begins when an individual reports for work (either flight or administrative duties) and ends when the engines are stopped at the end of an event, mission, or series of missions.

4.1.13.2. The basic crew duty period shall not exceed 12 consecutive hours. The GFR is authorized to grant extensions to the basic crew duty period of not more than two hours on a case-by-case basis.

4.1.13.3. When flying support flights (or engineering test flights IAW Paragraph 1.30.2) in dual-piloted aircraft with an operative autopilot installed and used, the maximum crew duty period may be 16 consecutive hours.

4.1.13.4. Pilots in single-piloted helicopters are limited to a maximum of 6 flying hours in a 12-hour crew duty period.

4.1.13.5. Use of augmented crews per procuring [Service Guidance](#) is allowed.

4.1.13.6. Procedures shall address chronic fatigue issues.

4.1.14. Other Aircrew Restrictions. The contractor shall establish flight restrictions for contractor flight personnel recovering from the effects of alcohol consumption, medications, diving, etc.

4.1.15. Publications.

4.1.15.1. Flight Crew Information File (FCIF). Each flight operations facility shall maintain an FCIF at a location readily available to crewmembers. Procedures shall require crewmembers to read and certify knowledge of the contents of the FCIF initially, and whenever there are new entries. Additionally, an annual review of the FCIF is required. The FCIF should contain information which affects the safety of aircraft operations and information of a transitory nature that concerns flight operations. When collocated with a Government flight operations activity, the contractor may use the Government FCIF, provided both organizations concur and standardized procedures for use are established. Approved revisions to the Procedures shall be included in this file until republished.

4.1.15.2. Only current, up-to-date publications shall be used. Procedures shall identify the method used for receiving, distributing, and maintaining the currency of flight manuals and checklists. Contractor personnel shall use Government flight manuals and checklists in all flight operations where applicable technical data has been published. The contractor shall obtain military flight manuals, changes, and supplements through Government channels. Where only commercial manuals are available, the contractor is responsible for obtaining them and ensuring that changes and supplements are promptly posted in the basic technical publications. Locally devised checklists may be used only when such deviation is authorized by the appropriate Procuring Service. *Use of Electronic Flight Bags (EFB) are authorized IAW [Service Guidance](#).*

4.2. Crewmember/Non-Crewmember Approval.

4.2.1. Contractor's Requesting Official (CRO). Procedures shall identify the individual(s) authorized to request crewmember approval and qualification training and the process for requesting approval. Prime contractors may appoint a subcontractor individual as a CRO. Only contractor designated CROs shall submit requests to the GFR for crewmember approval or for qualification training. The contractor shall identify by name (in writing) these officials to the GFR, and shall revise the list, as necessary, to ensure currency.

4.2.2. The contractor and the GFR shall ensure that only the required numbers of crewmembers are authorized and that programs include sufficient flying time for currency in accordance with this Instruction. The GFR shall not approve any crewmember until the Procedures have been approved. GFRs have the authority to approve crewmembers employed by the Prime's subcontractor. GFRs have the authority to authorize subcontractor non-crewmembers to fly.

4.2.3. Prior to submitting a crewmember/non-crewmember for training/approval/authorization/review, CROs shall notify the GFR, if candidates have:

4.2.3.1. Ever been removed from crewmember/non-crewmember status by a GFR for cause,

4.2.3.2. Been cited for a violation by the FAA or,

4.2.3.3. Removed from military flight orders for cause.

4.2.4. Government Approval for Qualification or Upgrade Training. The CRO will forward the [DD Form 2627, Request for Government Approval for Aircrew Qualification and Training \(Attachment 3\)](#), a résumé, and [DD Form 1821, Contractor Crewmember Record \(Attachment 4\)](#), for approval of training to the GFR. At the contractor's request and with GFR approval, the [DD Form 1821](#) can be substituted by Service forms. Include a copy of contractor crewmember's proposed qualification training plan/program per Paragraph 4.3. The GFR approves/disapproves the [DD Form 2627](#), files the original and returns a copy to the contractor. The contractor shall ensure that crewmembers do not fly or initiate qualification training before receipt of Government approval. Following approval, training must be initiated and completed without delay. Formal training courses offered by the Services may be requested by the contractor and may require reimbursement according to the given contractual agreement. The GFR will then make the request for training to the appropriate Service. It must be endorsed by the ACO, showing that the contract cost adjustment has been made or is not required. (USAF: Send request from the contractor for formal training using USAF Formal Schools Catalog (AFCAT) 36-2223, USAF Formal Schools). *(Note: Use Pilot-in-command (PIC) time where the [DD Form 1821](#) lists First Pilot (FP)).*

4.2.5. Government Approval for Crewmember Status. On completion of qualification training, the CRO forwards two copies of [DD Forms 2628, Request for Approval of Contractor Crewmember \(Attachment 5\)](#), and [DD Form 1821, Contractor Crewmember Record \(Attachment 4\)](#) (or GFR approved Service form), to the GFR. The GFR indicates action taken and returns a signed copy to the contractor within ten workdays. Contractor crewmembers shall not perform in their aircrew specialties until receipt of

Government approval. An approved [DD Form 2628](#) is valid as long as the crewmember maintains their qualifications for the contractor.

4.2.6. Contractor Approval for Non-crewmember Status. The CRO must provide a list semi-annually of each contractor and subcontractor non-crewmember required to fly in manned Government aircraft or perform as sensor operators or observers for UAS to the GFR. The CRO shall ensure that each non-crewmember is qualified and essential for *accomplishing* the specific mission *of that flight*.

4.2.7. Removal From Crewmember Status. Approvals of crewmembers are automatically canceled upon termination of employment, physical disqualification, or suspension/revocation of FAA Certificate.

4.2.7.1. The contractor shall have procedures for identifying and addressing human factors issues such as substance abuse, personal and family problems, etc., which would preclude flight duties. The contractor shall notify the GFR of crewmember status changes by the most expeditious means and then immediately follow up in writing.

4.2.7.2. After completion of an appropriate investigation, the GFR shall withdraw the approvals of crewmembers who have:

4.2.7.2.1. Failed to meet the general requirements of basic airmanship or who fail to exercise sound judgment during ground or flight operations.

4.2.7.2.2. Exhibited evidence of personal instability or similar undesirable tendencies or have conducted themselves contrary to the Government's interests in promoting safety.

4.2.7.2.3. Refused timely toxicological testing when the Procedures require it or GFR requests the testing.

4.2.7.3. The GFR shall promptly notify ACO when an approval is withdrawn.

4.3. Crewmember Qualification Requirements.

4.3.1. General Qualifications. Minimum qualifications for approval of contractor crewmember, for test and other flight categories, are listed below. Factors such as total experience, currency of experience, experience in similar aircraft, type of flying experience, and other related factors shall be evaluated by the GFR before approving a contractor crewmember. All pilots (*except those described in Paragraph 4.3.6 below*) shall have an FAA Commercial Pilot or Airline Transport Pilot Certificate and the appropriate category and class ratings. Flight engineers shall have an FAA Flight Engineer Certificate or a Service equivalent Certificate or Qualification. Contractors may use Service forms/directives to record individual crewmember records when performing ground and flight operations as approved by the GFR. For non-crewmember requirements see Paragraphs 4.2.6 and 4.6.1. The qualification requirements for UA pilots/operators are found in Paragraph 4.3.6. The qualification requirements listed in Paragraphs 4.3.2 and 4.3.3 (below) do not apply to UA operations.

4.3.2. Experimental Test Flights and Associated Experimental Ground Operations.

4.3.2.1. Pilot. Not less than 1,500 hours Pilot-in-Command time, to include 100 hours as Pilot-in-Command during engineering and/or acceptance flights listed under the functional flight category. Graduation from a military test pilot school (TPS) is required.

4.3.2.2. TPS Waiver. When the contractor pilot is not a graduate of a military TPS, the education and experience requirements listed below must be met as a basis of consideration for TPS waiver.

4.3.2.2.1. Pilots must have at least 2,000 hours Pilot-in-Command time in comparable aircraft (e.g., helicopter, fighter/attack, cargo, or other). Additionally, 200 hours of Pilot-in-Command time during engineering flight test and 10 hours during experimental flight test are required.

4.3.2.2.2. Education and experience requirements are as follows:

4.3.2.2.2.1. An undergraduate or higher degree in an aerospace related engineering or aerospace related scientific discipline plus 1 year of applicable engineering test flight experience or,

4.3.2.2.2.2. An undergraduate or higher degree in any other engineering or scientific discipline plus 2 years of applicable engineering test flight experience or,

4.3.2.2.2.3. Any non-engineering undergraduate or higher degree plus 3 years of applicable engineering test flight experience or,

4.3.2.2.2.4. No degree, 4 years of applicable engineering test flight experience.

4.3.2.3. Other crewmembers. All other crewmembers must have 1000 hours in the position they are qualifying in, of which 300 hours must be in the same aircraft category (rotary-wing, glider, etc.).

4.3.3. Engineering Test, Check Flights, and all other flights.

4.3.3.1. Pilot. The pilot must be qualified in mission, type, design, and if appropriate, series of aircraft. The pilot must have not less than 1,000 hours Pilot-in-Command time. In addition,

4.3.3.1.1. For fighter, attack, and trainer aircraft, the Pilot-in-Command time must include 100 hours in the same aircraft type and design.

4.3.3.1.2. The Pilot-in-Command time for other aircraft must include 300 hours in similar aircraft type.

4.3.3.2. Copilot. The copilot must have not less than 500 hours Pilot-in-Command time and be qualified in mission, type, design, and if appropriate, series aircraft.

4.3.3.3. Flight Mechanics/Crew chiefs. Contractor crewmembers must have a minimum of 150 hours experience as a flight mechanic/crew chief, have previously qualified and served in such capacity during military service or have been trained using the applicable Service training program modified to the contract requirements.

4.3.3.4. Other crewmembers. All other crewmembers must have 500 hours in the position they are qualifying in, of which 100 hours must be in the same aircraft category. *(Army: includes CH-47 Flight Engineers.)*

4.3.3.5. Maintenance Test Pilot (MTP) (Army).

4.3.3.5.1. Standard Army Aircraft. Contractor pilots who perform Maintenance Test Flights (MTFs) on Army Standard Aircraft, which have undergone maintenance, modification, or overhaul, or on new production aircraft, where a follow-up/acceptance MTF is not performed by the Government, shall be a graduate of the Army Maintenance Test Pilot Course or complete an equivalency evaluation conducted by the Directorate of Evaluation and Standardization (DES), U.S. Army Aviation Warfighting Center, Ft. Rucker, AL 36362-5000. All requests for equivalency evaluations shall be forwarded through the GFR to the procuring ACOM. The ACOM will coordinate all equivalency evaluations with DES.

4.3.3.5.2. Nonstandard Army Aircraft. Contractor pilots performing MTF or Functional Check Flights (FCFs) shall be qualified per procuring ACOM Aircrew Training Program for the specific aircraft. Request for nonstandard aircraft qualification shall be submitted through the GFR to the procuring ACOM.

4.3.4. Contractor Flight Instructor and Flight Examiner Qualifications.

4.3.4.1. Flight Instructors may be designated by the contractor to provide instruction to contractor crewmembers. Only highly qualified, proficient, and experienced personnel may be selected and trained as instructor crewmembers. These candidates shall meet the evaluation requirements provided by the Services prior to GFR approval on [DD form 2628](#).

4.3.4.2. Flight Examiners may be designated by the contractor to administer recurring flight evaluations when authorized by the GFR. Only highly qualified instructor personnel may be selected and trained as Flight Examiners. These candidates shall meet the evaluation requirements provided by the Services prior to GFR approval on [DD form 2628](#).

4.3.4.3. Instrument Flight Examiners (IE), Standardization Instructor Pilots (SP), Instructor Pilots (IP), and Maintenance Evaluators (ME) designations apply only to contractor pilots (Army) contracted for the sole purpose of conducting aircraft qualification training and administration of the Aircrew Training Program (ATP). Contractor pilots in these designated positions shall meet all Army initial aircraft qualifications and recurrent training requirements per AR 95-1 and the applicable aircraft Aircrew Training Manual.

4.3.5. Medical Qualification Requirements. Note: Follow all Health Insurance Portability and Accountability (HIPAA) Privacy Rules regarding protection of medical records.

4.3.5.1. Pilots.

4.3.5.1.1. Contractor pilots need an annual FAA Second Class flight physical.

4.3.5.1.2. Army Contractor pilots will have the option of maintaining either an annual FAA Second Class Medical Certificate or an Army Class 2 FDME. ~~Army Aeromedical Surveillance is an integral part of Army Aviation Risk Management. Therefore, contractor aircrew who opt for the FAA certificates must submit a copy of the FAA certificate, with any applicable Statement of Demonstrated Ability (SODA) or FAA~~

~~waiver, to the U.S. Army Aeromedical Activity in order to continue population based medical surveillance and ensure risks to flight safety are minimized. The aforementioned information will be mailed to USAAMA, ATTN: MCXY-AER, Building 110, 6th Avenue, Fort Rucker, AL 36362¹; or faxed to commercial 334-255-0747 (DSN 558); or scanned and emailed to usarmy.rucker.medcom-lahc.list.lahc-aero-helpdesk@mail.mil. Contractors will complete the Certificate of Compliance and provide a copy to the GFR (Attachment 14).~~

4.3.5.2. UA operators require an annual FAA Second Class.

4.3.5.3. UA Observers require an annual FAA Third Class physical (contractors may use [Service Guidance](#) in lieu of the Third Class physical requirement) and must have normal color vision and 20/20 visual acuity (corrected).

4.3.5.4. Other Crewmembers. Unless an FAA Second Class physical is required for their FAA flight certificate, non-pilot crewmembers may receive either an FAA Second Class or military Class 2 flight physical annually. (Exception: crew chiefs and loadmasters will meet the medical requirements of Paragraph 4.3.5.5 below).

4.3.5.5. Non-crewmembers require an annual FAA Third Class or military Class III flight physical annually.

4.3.6. UA Operator Qualifications. All UA Operators shall be qualified IAW [Service Guidance](#). The GFR shall not allow UA Operators to serve as pilot/UA operator for two or more UAs simultaneously *unless [Service Guidance](#) authorizes the execution/conduct of such operations, or* unless approved to do so by the waiver authority for this Instruction (see Paragraph 2.6).

4.4. General Procedures. The following minimum areas shall be addressed:

4.4.1. Airfield Operations.

4.4.1.1. The Procedures shall address local airfield operations. If the contractor flight activity is physically located at an operational civil or military airfield, the contractor shall comply with local directives and execute any agreements with the airfield authority required to ensure full compliance with the contract and this Instruction.

4.4.1.2. Procedures shall address qualification and certification requirements for radio operators or tower controllers in accordance with FAA/FCC regulations when these services are provided by the contractor.

4.4.2. Weather Requirements. Contractors shall use [Service Guidance](#) for ceiling/visibility minimums and alternate weather requirements. FCF/ACF flights shall be accomplished during day visual meteorological conditions. In no instance shall the takeoff/landing minimums be less than the following (Army contractors use AR 95-1):

4.4.2.1. All initial FCF/ACFs, and subsequent FCF/ACFs involving discrepancies for engine, flight controls, landing gear, or instruments affecting IFR capability:

4.4.2.1.1. Bomber, cargo, tanker, patrol, and trainer aircraft: 1,500 feet and 3 miles.

4.4.2.1.2. Fighter, attack, and reconnaissance aircraft: 3,000 feet and 3 miles.

¹ The USAAMA address and email have been updated post publication.

- 4.4.2.1.3. Helicopters/tilt-rotor: 700 feet and 1 mile.
- 4.4.2.2. Subsequent FCF/ACF flights not falling under 4.4.2.1.
 - 4.4.2.2.1. Bomber, cargo, tanker, patrol, and trainer aircraft: 1,000 feet and 3 miles.
 - 4.4.2.2.2. Fighter, attack, and reconnaissance aircraft: 1,000 feet and 3 miles.
 - 4.4.2.2.3. Helicopters/tilt-rotor: 500 feet and 1 mile. Helicopter/tilt-rotor FCF/ACF flights may be conducted under Special VFR conditions, but in no case with weather less than 500 feet and 1 mile. FCF/ACF hover checks may be performed when weather is less than the above, provided visual reference to the ground and obstruction clearance is maintained.
- 4.4.2.3. All other flights (Army contractors use AR 95-1):
 - 4.4.2.3.1. Fixed Wing. In no instance shall a takeoff be attempted if the departure field's observed weather is lower than 300 feet and 1 mile, or the minimums for the expected approach to be flown in the event of an immediate landing at that field, whichever is higher. In no instance shall an approach be commenced if the observed weather at the destination airfield is lower than 300 feet and 1 mile, or the minimums for the approach to be flown, whichever is higher. If, after commencing, the weather drops below this minimum, the approach may be continued but under no circumstances shall the aircraft penetrate below minimums for that approach or 300 feet whichever is higher unless sufficient visual reference with the runway environment has been established.
 - 4.4.2.3.2. Rotary Wing. In no instance shall a takeoff be attempted if the departure field's observed weather is lower than the minimums for the expected approach to be flown in the event of an immediate landing at that field. In no instance shall an approach be commenced if the observed weather at the destination airfield is lower than the minimums for the approach to be flown. If, after commencing, the weather drops below this minimum, the approach may be continued but under no circumstances shall the aircraft penetrate below minimums for that approach unless sufficient visual reference with the runway environment has been established.
- 4.4.2.4. UA Weather Minimums for all Flights. As written in the contract. If not specified in the contract, [Service Guidance](#) minimums for specific UA model will apply. If [Service Guidance](#) does not exist, then the contractor shall establish minimums commensurate with safe operation of the aircraft in concurrence with the Program Office.
- 4.4.3. Required daylight operations.
 - 4.4.3.1. All check flights shall commence no earlier than official sunrise and terminate no later than official sunset. Exception: When a flight is required only to check the operations of auxiliary systems or components (unrelated to airworthiness, flight performance, or basic flight instruments), the flight may be flown during the hours of darkness.
 - 4.4.3.2. Experimental/Engineering flights shall be conducted between official sunrise and sunset unless night operations are specifically required by the test plan/mission.

- 4.4.4. Flight operating limits. [Service Guidance](#) shall be used for all operating limits. In the absence of [Service Guidance](#), maneuvering parameters such as minimum altitudes and operating limits similar to Service requirements for like aircraft missions and events shall be included in the Procedures.
- 4.4.5. Filing of flight plans. Local procedures for filing of flight plans shall be addressed. Flight plans shall be filled out and filed in accordance with FAA/Service/host nation regulations.
- 4.4.6. Arming and disarming (if applicable). The Procedures shall mirror Service, Tech Order, Tech Manual, and any applicable local procedures for arming and disarming procedures.
- 4.4.7. Live fire, laser, and gunnery operations. If conducted, the Procedures shall mirror Service, Tech Order, Tech Manual, and any applicable local procedures.
- 4.4.8. Night Vision/low light operations. If conducted, the Procedures shall mirror Service, Tech Order, Tech Manual, and any applicable local procedures.
- 4.4.9. Aircrew Flight Equipment Life Support, and Survival Gear (AFE/ALSE/ALSS). Provide procedures to identify the methods to issue, care, inspect, clean, and store equipment.
- 4.4.10. Experimental and Engineering Test Operations. This area shall address the contractor's specific procedures for experimental tests, engineering tests, and associated ground operations of Government aircraft.
- 4.4.11. Aircrew and Contractor Response to Emergencies:
- 4.4.11.1. Radio failure,
 - 4.4.11.2. Landing gear malfunctions,
 - 4.4.11.3. In-flight fire,
 - 4.4.11.4. Barrier and arresting gear engagement,
 - 4.4.11.5. Controlled bailout/ejection,
 - 4.4.11.6. Jettisoning (fuel, armament, cargo),
 - 4.4.11.7. Minimum and emergency fuel (UA battery capacity (if applicable)),
 - 4.4.11.8. Emergency aircrew extraction,
 - 4.4.11.9. Emergency aircraft movement (flightline, severe weather),
 - 4.4.11.10. Hot brakes,
 - 4.4.11.11. *Inflight LASER illumination of aircraft,*
 - 4.4.11.12. Hazardous material,
 - 4.4.11.13. UA ground control station,
 - 4.4.11.14. *Chase aircraft procedures (if applicable) (e.g., lost comm, lost sight, lead/chase responsibilities, etc.),*
 - 4.4.11.15. Any other airfield specific emergency procedures.

4.4.12. Aircrew and Flight Briefing Guides. Mission/aircraft specific Service briefing guides, or GFR approved equivalent, shall be used for conducting these briefings. In the absence of such briefing guides, the contractor shall develop briefing guides similar to what the Service uses for like aircraft and missions.

4.4.13. Mission Briefings (Army). Whenever a contract pilot serves as a pilot-in-command (PC) on a mission in a contracted aircraft a mission briefing shall be conducted by contract personnel. The contractor shall designate in writing those pilots and supervisory personnel authorized to conduct mission briefings. Only a designated mission briefer can conduct the mission briefing. Self-briefing is not authorized.

4.4.14. Weight and Balance. Contractors shall develop procedures for completing aircraft weight and balance clearance forms prior to flight.

4.5. Crewmember Training Requirements.

4.5.1. Initial Qualification Training. For qualification in mission/type/design and series of aircraft, GFR approval depends on crewmember experience and proficiency equal to the type of flying contemplated or conducted. Initial qualification training shall be per [Service Guidance](#) in the specific mission, type, design, and if appropriate, series aircraft. Differences in series aircraft and any special equipment or systems should also be addressed during initial training. If provided, the contractor's in-house training program shall be equivalent to the Services'. When aircraft flight simulators exist for the type aircraft being flown, crewmembers shall complete emergency procedures simulator training. The duration of the training session shall be commensurate with Service requirements. When no simulator exists, emergency procedures training shall be accomplished in an actual or mockup cockpit by an instructor. A comprehensive written examination on the applicable mission, type, design, and if appropriate, series of aircraft must be completed. Knowledge of all the aircraft systems, including normal and emergency procedures, must be demonstrated to an instructor pilot. In the absence of a Service defined program or when limited by the contract, the contractor shall recommend an initial qualification program which is similar to programs the Services use for like aircraft to the GFR for approval.

4.5.2. Crewmember Currency Requirements.

4.5.2.1. General Requirements. Currency applies to minimum hour/sortie/event requirements necessary to maintain qualification in a particular type/design aircraft. Contractor crewmembers shall maintain all applicable currencies required by the procuring Service for each flight operation/event (in which qualification is maintained), in the designated aircraft and crew position. If this guidance doesn't exist, the contractor shall develop and submit a recommended currency program (similar to Service requirements for like aircraft, missions and events) to the GFR for approval. ~~Contractor training procedures shall~~ *For COCO operations the training program is not tied to [Service Guidance](#), but all training programs must* be sufficient to ensure that the aircrew are proficient for the mission to be flown before assigning that crewmember to the flight schedule. The Procedures shall:

4.5.2.1.1. Describe the methods used to ensure that aircrews maintain currency, and don't perform tasks for which they are not current and qualified.

4.5.2.1.2. Identify the office/title of the individual responsible for overseeing Paragraph 4.5.2.1.1. (above).

4.5.2.1.3. Publish a table of the specific [Service Guidance](#) used for currency, and recurrency/proficiency requirements.

4.5.2.1.4. Proration. A crewmember performing on a contract for less than a semiannual training period shall accomplish a prorated share of the minimum requirements based on the percentage of the remaining training period. Accomplishment of these currency requirements should be distributed evenly throughout the calendar period to enhance aircrew skill levels.

4.5.2.2. Using Civil Aircraft to Maintain Currency on Contract Aircraft. Generally, the operation of civil aircraft does not contribute to currency and proficiency requirements for the operation of Government aircraft unless the civil and Government aircraft are similar in handling qualities and have basically the same aircraft systems (fuel, electrical, hydraulic, cockpit layout, etc.), as determined by the GFR. When the GFR allows the use of civil aircraft to count for requirements, the records of the contractor crewmember will be annotated to indicate the specific civil aircraft used.

4.5.2.3. Contractor pilots (Army) contracted to conduct initial aircraft qualification, initial Maintenance Test Pilot qualification, or administration of the Army Aircrew Training Program shall be qualified and maintain currency per AR 95-1 and the applicable Aircrew Training Manual (ATM). Such designated pilot positions include; IP, SP, IE, and ME.

4.5.3. Multiple Aircraft Qualification Currency Requirements. Contractor crewmembers maintaining qualifications in multiple aircraft under contract shall accomplish a minimum of 50 percent of the Service currency requirements in each aircraft. Contractor crewmembers qualified in other than Government aircraft in a professional capacity shall have their records so noted, but approval for such additional qualification shall not be the responsibility of the GFR, nor does it constitute multiple qualification under this Instruction.

4.5.3.1. GFRs may authorize contractor crewmembers to maintain qualification in two different series of the same aircraft design (model).

4.5.3.2. Authority to approve multiple qualifications in two or more different design (model) aircraft, three or more series of the same aircraft design (model), or any other combination of mission/design/series, rests with the Service waiver authority for this Instruction. Exception: GFRs may authorize contractor UA-Operators in Group 1 or Group 2 aircraft to maintain qualification in up to 4 UAs (within the same Group) without the need for Service approval. *USAF Only: Multiple qualifications are at the mission and design levels, IAW AFI 11-202 Vol 2 (AFMC Supplement). See AFI 11-502 Vol 2 (AFMC Supplement) for SUAS multiple qualifications.*

4.5.4. Night and IMC. There is no requirement for contractor pilots and copilots to fulfill night or instrument requirements, except in those cases where night or instrument flying by contractor personnel is required by contract. Pilots maintaining night flying currency must also maintain instrument currency except in aircraft not certified for instrument flight. Training and currency requirements for night currency and other

events shall be accomplished in the contractor's flying program under the provisions of the contract.

4.5.5. Special Flight Events. The contractor shall ensure that crewmembers are properly trained in flight operations which require special maneuvers or qualifications; e.g., formation, air refueling, BFM, ACBT, low level, night vision devices, weapons delivery etc. Currency requirements for these operationally oriented flight events shall be per [Service Guidance](#).

4.5.6. Periods of Reduced Flight Time Availability. When contractor crewmembers cannot meet training requirements because of low density production or developmental aircraft, the contractor shall develop and submit a recommended alternative training plan for category/design aircraft through the GFR and ACO to the appropriate waiver authority. An example of such a training plan would be to substitute 50 percent of the Service requirements in a similar aircraft or compatible simulator. Such approvals must be obtained for each applicable semiannual period.

4.5.7. Recurrency/Requalification. When crewmembers fail to maintain basic aircraft qualification currency they shall not be permitted to fly as crewmembers on Government aircraft except for appropriate recurrency/requalification training. The contractor shall develop and submit a recommended recurrency program (similar to Service requirements for like aircraft, missions and events) to the GFR for approval.

4.6. Crewmember Ground Training Requirements. The contractor shall develop a ground training program which includes (as a minimum) the requirements of this section. The Procedures must assure that aircrews do not fly if training requirements have not been met.

4.6.1. Crewmember and non-crewmember requirements (*Paragraph 4.6.1 and its subparagraphs do not apply to UA operators*).

4.6.1.1. Physiological training. All crewmembers and non-crewmembers shall receive the appropriate physiological training identical to the analogous Service crew position and mission parameters. Physiological training for pilots and copilots shall include spatial disorientation demonstrations and training to the maximum extent possible. Refresher training shall be accomplished per [Service Guidance](#). This training, if required by [Service Guidance](#), may be waived by the GFR for non-crewmembers required to fly no more than once in a 12 month period.

4.6.1.2. Aircraft Egress/Evacuation Training. This training shall cover a review of aircraft emergency equipment and escape procedures. Training shall be tailored to the type(s) of aircraft and crew position in which the individual maintains qualification. The contractor shall ensure that all crewmembers and non-crewmembers receive annual egress training. As appropriate, egress/evacuation training shall address a minimum of the following:

4.6.1.2.1. Egress methods (ground and flight),

4.6.1.2.2. Ejection seat normal and emergency procedures to include automatic modes,

4.6.1.2.3. Seat kit modes of operation and deployment,

- 4.6.1.2.4. Post ejection checklist items,
- 4.6.1.2.5. Parachute operation to include malfunctions and landing techniques,
- 4.6.1.2.6. Fire extinguisher training/refresher and,
- 4.6.1.2.7. Use of smoke masks.
- 4.6.1.3. AFE/ALSE/ALSS training. The frequency and content of training shall be based on [Service Guidance](#).
- 4.6.1.4. Water Survival Training/Under Water Egress Training. Currency is required prior to operating any Government aircraft over open water beyond the gliding distance to land. The frequency and content of training shall be based on [Service Guidance](#). Training shall be given by a qualified life support/survival equipment instructor or by attending a Service water survival refresher course. Water survival training shall be tailored to the type(s) of aircraft and crew position(s) for which the individual maintains qualification. This training, if required by [Service Guidance](#), may be waived by the GFR for non-crewmembers required to fly no more than once in a 12 month period.
- 4.6.1.5. Land Survival Training. The frequency and content of training shall be based on [Service Guidance](#).
- 4.6.2. Additional Requirements for Crewmember. The frequency and content of training shall be tailored to meet minimum requirements of the Procuring Service.
 - 4.6.2.1. Academic Training. Aircrew members shall complete academic refresher training to include self-instruction. As a minimum, this training shall address the following topics (as appropriate): FCF/ACF procedures; aircraft normal and emergency systems/operations; Tech Manual notes, warnings and cautions; flight test areas and procedures; local airfield and ATC procedures; review of the Procedures and [Service Guidance](#) used. This training may be conducted during monthly flying safety meetings.
 - 4.6.2.2. Emergency Procedures Training. This training may include the use of simulators belonging to either the contractor or the Government. A qualified simulator instructor or IP is required to supervise this training. If a compatible simulator does not exist, an IP may provide this training in a crew station mockup or cockpit. The frequency and content of training shall be based on [Service Guidance](#).
 - 4.6.2.3. Crew/Cockpit Resource Management Training (CRM)/Aircrew Coordination Training-Enhanced (ACT-E). The contractor shall ensure that all crewmembers receive the CRM/ACT-E training required by [Service Guidance](#).
 - 4.6.2.4. Initial Centrifuge Training (Air Force). All crewmembers and non-crewmembers who fly Active Sustained High G Aircraft (SHGA) must complete centrifuge training in accordance with [Service Guidance](#). SHGA are capable of rapid G-onset rates (greater than 3.0 G/sec) and sustained (greater than 5 seconds) G-loading of greater than 6.0 G. Current examples of aircraft that meet this definition are: A-10; T/AT-38; F-4; F-15; F-16; F-22; and F-35.
- 4.7. Crewmember Evaluations.
 - 4.7.1. General. Approved contractor crewmembers must be evaluated on their ability to perform assigned duties and designated flight tasks, including operating all the

aircraft systems related to their crew position. They must perform assigned aircrew functions safely and effectively. Flight and ground evaluations shall be accomplished in accordance with [Service Guidance](#). All evaluations conducted by the Government shall be coordinated with and approved by the GFR. If a pilot exceeds the currency period for the instrument check, he/she shall not fly IFR unsupervised by an IP until the evaluation is satisfactorily completed. Evaluations may be conducted as an integral part of the regularly scheduled flights. The Procedures shall describe the methods used to ensure that aircrew evaluations do not lapse.

4.7.2. No-Notice Evaluations. Contractor crewmembers are subject to no-notice flight evaluations.

4.7.3. Flight Evaluations. Flight evaluations shall be administered to the contractor crewmember either by an approved contractor flight evaluator/instructor or by a qualified Government evaluator/instructor, at the direction of the GFR. The senior contractor examiner pilot shall receive initial/recurring evaluations by a Government pilot authorized to administer that evaluation to Service aircrews.

4.7.4. Contractor pilots designated as IE, SP, IP, or ME for the administration of the Army ATP shall be evaluated annually by a Government pilot authorized to administer that evaluation to Service aircrews.

4.8. Forms and Records.

4.8.1. Requests For Flight Approval. GFR written approval is required for all flights under this Instruction.

4.8.1.1. Procedures shall outline requirements for completion and submission of [DCMA Form 644, Request For Flight Approval \(Attachment 2\)](#), or GFR approved equivalent form. GFR approved alternate forms shall contain the same required information depicted on the [DCMA Form 644](#).

4.8.1.2. The Government's assumption of risk of loss under the [GFR](#) does not extend to flights not previously approved in writing by the GFR, or to flights which the corresponding flight approvals have been altered following the GFR's signature and without the GFR's approval.

4.8.1.3. The names of all crewmembers, non-crewmembers, and passengers (Government or contractor) flying on aircraft in accordance with this Instruction, must be depicted, or attached to, the [Flight Approval Request](#).

4.8.1.4. The flight approval request must be completed through block 8 for approval. Specifically, the following items must be completed in detail:

4.8.1.4.1. Block 2 - A by-name listing of all crewmember personnel, by position, authorized to participate in the flight. Contractors shall identify the PIC in Block 2.

4.8.1.4.2. Block 3 - A by-name listing of all non-crewmember personnel, by position, authorized to participate in the flight.

4.8.1.4.3. Block 7 - Type of flight, profile, governing directives, test plan, flight release, etc. Include flight area, route of flight, stops, and destination.

4.8.1.4.4. Block 8 - Signature and contact information of CRO who certifies that the flight is in accordance with the flight program authorized by the contract and shall be conducted in accordance with the approved flight operations procedures.

4.8.1.4.5. Block 9 – GFR signature. Must be in writing. A digitally signed email meets this requirement.

4.8.1.4.6. Block 10-13 - Record the applicable information upon completion of the flight and provide to the GFR within 24 hours. The GFR may waive this requirement for operations where the contractor aircrew are embedded in Service units.

4.8.1.4.7. Once the flight approval is signed, contractors shall not deviate from the authorized profile without advance approval in writing from the GFR. A digitally signed email from the GFR meets this requirement.

4.8.2. Contractor Crewmember Record. Use [DD Form 1821, Contractor Crewmember Record](#), ([Attachment 4](#)), or Service forms and directives, to record individual crewmember training, qualifications, flight time and approval to operate Government aircraft.

4.8.3. Training Folder. Maintain a training folder on each crew/non-crewmember in training status. This folder serves as a management tool to record training progress and assist in the orderly progression of training. The folder shall contain:

4.8.3.1. A “Training Recap Table” listing all training required by the upgrade program. This table should fully identify prerequisite events and should allow the instructor to document the date an event was completed;

4.8.3.2. A record of the grade and date of the current aircraft and aircrew examinations;

4.8.3.3. Hours, types, and dates of ground schools completed; and,

4.8.3.4. Each training and checkout flight numbered with a résumé as to the areas covered, including how the trainee performed during that training period.

4.8.4. Records (Crewmember). Maintain a record folder for each crewmember after the completion of training and qualification. A method shall be established to inform the GFR when these documents are renewed or expire, or are withdrawn or canceled. There is no requirement to maintain records for crewmembers no longer on flight status. Include in the record folder:

4.8.4.1. Training records as required in Paragraph 4.8.3, above, for at least 18 months or per [Service Guidance](#), whichever is longer;

4.8.4.2. Copies of GFR crewmember approvals. Include documented records of any completed special training which is needed to perform all maneuvers required to conduct the test, functional/acceptance check flights, and mission profile; e.g., formation, refueling, instrument, night, low level, etc.;

4.8.4.3. Current Medical Certificate. Note: Follow all Health Insurance Portability and Accountability (HIPAA) Privacy Rules regarding protection of medical records;

- 4.8.4.4. Certification of physiological training, altitude chamber, and centrifuge training, when required;
- 4.8.4.5. Certification of Life Support, egress and survival training;
- 4.8.4.6. FAA documents.
 - 4.8.4.6.1. All applicable FAA Certificates and records of other qualifications;
 - 4.8.4.6.2. *Record that a Violation occurred (FAA or host nation) (Details provided upon request.);*
- 4.8.4.7. Certification of recurring flight evaluations and prerequisite written and oral examinations. A copy of all flight evaluations shall be maintained for at least 18 months or per [Service Guidance](#), whichever is longer; and,
- 4.8.4.8. Certification of CRM/ACT-E training.
- 4.8.5. Records (non-crewmember). A method shall be established to inform the GFR when these documents are renewed or expire, or are withdrawn or canceled. There is no requirement to maintain records for non-crewmembers no longer on flight status. Maintain a records folder for each non-crewmember that shall include as a minimum:
 - 4.8.5.1. A completed copy of non-crewmember's authorization to fly or a copy of the CRO's non-crewmember list (per Paragraph 4.2.6.),
 - 4.8.5.2. Military or FAA Medical Certificate. (Note: Follow all Health Insurance Portability and Accountability (HIPAA) Privacy Rules regarding protection of medical records.),
 - 4.8.5.3. Certification of training and qualification,
 - 4.8.5.4. Certification of physiological training and altitude chamber, when required,
 - 4.8.5.5. Certification of applicable AFE/ALSE/ALSS, egress and survival training,
- 4.8.6. Flight Time Records. Maintain a record of each crewmember's flights to include:
 - 4.8.6.1. Date and time,
 - 4.8.6.2. Type mission,
 - 4.8.6.3. Aircraft type/design/series,
 - 4.8.6.4. Instrument time (actual, simulated),
 - 4.8.6.5. Night hours and,
 - 4.8.6.6. Pilot-in-Command, co-pilot, instructor pilot, etc. hours.
- 4.8.7. Access to Records. Crewmember/non-crewmember training folders, flight time records, and record folders shall be available to the GFR and other appropriate Government personnel at the request of the GFR. Records may be maintained electronically or hard copy in a format acceptable to the GFR.

BLANK

Chapter 5

GROUND OPERATIONS

5. Ground Operations. This section applies to contractor personnel who perform ground operations on aircraft, *including* for FOD and Tool Control per Chapter 3, Paragraph 3, and those personnel who operate and maintain ground equipment used in support of aircraft.

5.1. Ground Operations Procedures (GOPs). The contractor shall develop and follow written GOPs to ensure that only trained, qualified and certified personnel perform all aircraft ground operations, as applicable. Contractors perform many ground operations related to aircraft not specifically mentioned in this Instruction; however, all hazardous ground operations performed in, on and around aircraft must be addressed in the Procedures.

5.2. Training, Qualification and Certification. The contractor shall provide each employee comprehensive initial indoctrination training and continuation training sufficient to enable him/her to perform authorized ground operations in a safe and effective manner. Personnel authorized to operate aircraft systems/subsystems (pneumatics, hydraulics, electrical, flight controls, landing gear, etc.) shall *be trained and qualified on receive training, qualification, and/or certification in each system and type/model aircraft* operated. All personnel performing ground operations shall be qualified for the procedures they are required to perform (See GOP Training Matrix, [Attachment 12](#), *for minimum requirements*). *The contractor may determine the need, frequency, and requirements for recurring training, qualification, and certification unless prescribed by the contract, or this Instruction. Qualification can be obtained by demonstrating satisfactory skills on job knowledge, attending difference training, or by passing a written, oral, or performance evaluation for a specific task or operation.*

5.2.1. Master Training Plan. Contractors shall develop, as part of their Procedures, a Master Training Plan to ensure that contractor personnel are qualified / certified to perform their tasks. The Master Training Plan shall include:

5.2.1.1. A roster of instructors,

5.2.1.2. Initial and continuation training shall include, as applicable, written and/or practical exams (identify minimum passing score),

5.2.1.3. Course nomenclature,

5.2.1.4. Course outlines and programs of instruction for each GOP,

5.2.1.5. A process that ensures courses are current,

5.2.1.6. A controlled process for tracking and forecasting training to ensure employees do not go non-current or perform tasks if their currency has expired,

5.2.1.7. A process to identify/establish training for new or emerging requirements,

5.2.1.8. A process for evaluating the previous training, qualification, and certification of new personnel,

- 5.2.1.9. A process for recertifying/requalifying personnel.
- 5.2.2. Training, qualification, certification, and training records. Employee Training Records (Electronic or Manual) will contain at a minimum:
 - 5.2.2.1. Initial, recurring, currency/proficiency and re-certification training status for employees,
 - 5.2.2.2. A record of successful course completion, date completed and next due date, as applicable,
 - 5.2.2.3. Documentation of engine/APU/GTC run currency. Note: A separate run log may be maintained,
 - 5.2.2.4. Other certifications, as appropriate and,
 - 5.2.2.5. Records of medical examination type and currency as required (date accomplished & next due). Note: Follow all Health Insurance Portability and Accountability (HIPAA) Privacy Rules regarding protection of medical records.
- 5.2.3. Testing. Contractors shall:
 - 5.2.3.1. Develop processes to ensure tests are not memorized / compromised over a period of time (e.g., multiple versions of each test, or randomly generated questions (computerized)). (Note: Emergency Procedures exams are exempt from the requirements of this paragraph.),
 - 5.2.3.2. Provide a process for securing test material,
 - 5.2.3.3. Retain latest exam results (e.g., pass/fail, score).
- 5.3. FOD and Tool Control. Note: NAS 412 is a useful starting point for developing a FOD and Tool Control Program.
 - 5.3.1. The contractor shall develop a Foreign Object Damage prevention and Tool Control program which is planned, integrated, and developed in conjunction with Safety, Test, Engineering, Quality, Maintenance, Production, Manufacturing and Facility offices, as applicable.
 - 5.3.2. FOD and Tool Control Processes, commensurate with the risk, shall be established for manufacturing, maintenance, modification, assembly and disassembly, and flight test/acceptance operations. FOD and Tool Control processes shall mitigate the FOD risk using control methods factoring the level of risk of migration, entrapment, encapsulation and damage. Strategies to mitigate the risk of FOD can include containment, accountability, documentation, use of technology, Non-Destructive Testing/Inspection (NDT/NDI), work instructions, design, inspection process, etc.
 - 5.3.3. Specific FOD procedures shall address at a minimum:
 - 5.3.3.1. Metrics, measures, data collection, analysis, trend identification, root cause analysis and corrective action (NOTE: the methodology for accomplishing these processes does not require GFR approval),
 - 5.3.3.2. Management's role in FOD prevention (e.g., use of tool checks, response to lost tools, training program, etc.),

- 5.3.3.3. FOD Prevention Training. Initial, recurring,
- 5.3.3.4. Designation of FOD zones/areas (as appropriate), and controls governing each zone/area (e.g., increased restrictions/vigilance). Zones may be differentiated based on the level of risk,
- 5.3.3.5. Housekeeping. Shall include timely cleaning activities of areas off the product when generated work debris poses a migration potential increasing the risk of FOD,
- 5.3.3.6. Clean-As-You-Go. Shall include timely cleaning activities of areas within the aircraft/product when generated work debris poses a potential for migration and entrapment,
- 5.3.3.7. Use and control of FOD protection devices/barriers (e.g., caps/plugs, dust covers, intake/exhaust/pitot covers, pads, etc.) for open component ports, tubing, lines, ducting, electrical connectors, protection of surfaces/edges, etc.,
- 5.3.3.8. Control of FOD on runways, taxiways, flightline, parking areas, aprons, hardstands and aircraft/engine run up areas to include trim pads, hush houses, and test cells through the use of sweepers, FOD walks, etc.,
- 5.3.3.9. Reporting and tracking of degraded ramp/taxiway/runway surfaces and interim procedures for operating in or around degraded areas and during construction activities,
- 5.3.3.10. Vehicle traffic entering aircraft operational areas (e.g., rollover checks, FOD shakers, etc.),
- 5.3.3.11. Recurring FOD Prevention Meetings (no less frequent than quarterly). Includes lessons learned; problem areas; trend analysis/results,
- 5.3.3.12. FOD awareness briefings and/or procedures for visitors. Government employees/visitors shall follow the approved contractor's FOD prevention procedures. Contractors shall develop specific procedures for aircrew access,
- 5.3.3.13. Tool, Equipment and Item Control procedures shall address at a minimum:
 - 5.3.3.13.1. Inventory, Accountability, Traceability (e.g., shadow boxing, automated inventory systems, tool chits, Radio Frequency Identification (RFID), automated dispensing units, tool tags, serializing/etching, kitting, documenting work plans, inspections, tool/item issue/return process, control logs, etc.),
 - 5.3.3.13.2. Items too small to etch/mark shall be listed by description on inventories (e.g., 12 apexes + kit/container), and containerized with like items (if applicable),
 - 5.3.3.13.3. Inventory lists shall be of sufficient detail to identify tool type, location in the tool box (if applicable), and description of sub-components (e.g., feeler gauge/12 blades),
 - 5.3.3.13.4. Control and inventory of specialty tools and test equipment,
 - 5.3.3.13.5. Management Responsibilities (e.g., documented periodic surveillance/assessment of tool inventories, etc.),
 - 5.3.3.13.6. Tool Crib Attendant Responsibilities (e.g., issue, turn in, inventories, etc.),

5.3.3.13.7. User Responsibilities (e.g., pre and post-use inspections to include inventory and serviceability; taking the minimum required to accomplish the task, etc.),

5.3.3.13.8. Methods for controlling specialty tools, shop aids, clamps, *clecos*, fixtures, etc., required to be installed on the aircraft/product for extended periods of time (over one shift),

5.3.3.13.9. Unserviceable Tools. Procedures shall ensure unserviceable tools are removed from use,

5.3.3.13.10. Methods for controlling consumables. This includes: perishable tools such as drill bits, cutters, reamers etc., that are periodically replaced due to wear, and expendable items such as rags, wipes, tongue depressors, acid brushes, sandpaper, applicators, sealant, glue, tape rolls, scrapers, etc. that are expended during use,

5.3.3.13.11. Methods for controlling small hardware and miscellaneous small parts (e.g., fasteners, *clecos, clamps, nuts, bolts, and washers*) used in, on, and around the aircraft and aircraft components (e.g., uninstalled wing, fuselage, tail section, engines etc.), and support equipment,

5.3.3.13.12. Methods for controlling personal items (e.g., pens, pencils, jewelry, *PDA's, MP3 players*, cell phones, watches, keys, lighters, coins, wallets) during ground operations.

5.3.3.14. Lost Tool/Item Procedures. Shall include procedures for: non-attribution reporting, search process, documentation, GFR notification, and incident closeout. Aircraft shall not be released for flight until the contractor has concluded the search process. The Aircrew shall be briefed on all incidents of lost *tools/items reported missing and not recovered, that the contractor determines may still be on the aircraft. The aircraft records shall be annotated to reflect the lost items.*

5.4. Aircraft Engine/APU/GTC Operation (Ground Personnel). Procedures shall address at a minimum:

5.4.1. Engine/APU/GTC Run Certification Program. Personnel authorized to start and operate aircraft engines, APU/GTCs, and uninstalled engines shall be certified. Aircraft engine motoring shall only be performed by trained and certified engine run operators. Operators may maintain qualifications in multiple aircraft, engine, APU/GTC types,

5.4.2. Engine Operations. The contractor shall ensure that the correct checklist and procedures are used. Helicopter and tilt-rotor (including UA helicopter/tilt-rotor) ground engine operations shall only be performed by pilots (UA operators) current and qualified in the aircraft/UA. Certified ground personnel may conduct helicopter and tilt-rotor APU/GTC operations,

5.4.3. Training. Ground personnel who operate aircraft engines, APUs, or GTCs shall be trained, pass a written exam, pass an emergency procedures test with a score of 100%, receive practical instruction (may be accomplished using a flight crew simulator) and be evaluated by a certifier for each aircraft type, model, series for which they are being certified.

5.4.3.1. There are three required phases of training for operating aircraft engines.

5.4.3.1.1. Phase I – Training (Academic).

5.4.3.1.1.1. General aircraft familiarization shall include, as a minimum, basic Mission, Design, Series, airframe characteristics, aircraft safe-for-maintenance procedures, cockpit configuration and systems, throttles and aircraft controls, egress, normal and emergency braking systems, aircraft system & subsystems operation, UHF/VHF radio operation, air traffic control (ATC) tower procedures, emergency radio transmissions, installation & removal of aircraft restraining devices (if applicable), thorough review of tech data procedures with emphasis on notes, cautions, & warnings, engine/APU/GTC operation, to include normal operational parameters and limitations, aircraft and engine/APU/GTC emergency procedures (critical actions) and operating limitations. Procedures identified as critical memory items must be memorized.

5.4.3.1.1.2. Complete an engine operation parameters/limitations test and an emergency procedures test. Emergency procedures must include all applicable emergency procedures identified in the engine/aircraft/APU/GTC technical data. Emergency procedures (critical actions) tests *must shall be fill-in-the-blank, written-out, i.e., not multiple choice, and require a 100% score.*

5.4.3.1.2. Phase II – Practical (Aircraft Cockpit or Simulator).

5.4.3.1.2.1. Students shall demonstrate knowledge and proficiency in the following areas prior to performing an actual engine start:

5.4.3.1.2.1.1. Proper Run clearance procedures,

5.4.3.1.2.1.2. Cockpit scanning techniques/patterns,

5.4.3.1.2.1.3. UHF/VHF radio operation, ATC tower procedures, and emergency radio transmissions,

5.4.3.1.2.1.4. Normal APU/GTC/engine start, run, and shutdown procedures, including notes, cautions, and warnings,

5.4.3.1.2.1.5. Augmentor/afterburner or thrust reverser operation as applicable, including notes, cautions, and warnings,

5.4.3.1.2.1.6. Aircraft systems/subsystems normal operating parameters, including notes, cautions, and warnings,

5.4.3.1.2.1.7. Egress procedures,

5.4.3.1.2.1.8. Normal and emergency braking operation,

5.4.3.1.2.1.9. Ensure emergency procedures (critical actions) are memorized. Instructors will evaluate the student on response time and ability to handle emergency situations.

5.4.3.1.3. Phase III – Actual Aircraft Engine Run. Students shall be evaluated by a certifying official on all items in Phase II.

5.4.4. Currency/Proficiency:

5.4.4.1. 90-day: Perform a run for each aircraft/engine/APU/GTC type. *Engine runs in an engine test cell cannot be used for currency in the aircraft. Currency may be*

maintained by the use of a GFR approved simulator on an alternating (every other engine run) basis.

5.4.4.2. Annual:

5.4.4.2.1. Pass a written procedures and emergency procedures test,

5.4.4.2.2. Complete an engine run evaluation by an engine run certifier,

5.4.4.2.3. Complete an APU/GTC run evaluation by an APU/GTC run certifier.

5.4.4.2.3.1. To regain 90 day currency, operator must complete an engine/APU/GTC run under the supervision of a certifier. *GFR approved aircraft simulators may be used to regain currency.* Annotate recurrency in the operator's training record.

5.4.5. Engine Run Certifiers. Personnel authorized to certify engine run operators must be appointed in writing. They shall be current and qualified in the operation and shall receive their annual exam from a Government or contractor engine run certifier. The GFR/GGFR may restrict certifier status and or require use of military certifiers.

5.5. Medical (Physical) Requirements for Ground Personnel.

5.5.1. All personnel performing engine runs, ground taxi, towing (except wing walkers), or operating self-propelled support equipment, shall receive a physical examination from a licensed physician prior to conducting these operations, and subsequently on a specified periodic basis (not to exceed 5 years). The physician shall determine, based on job requirements, that the individual can safely perform the specific operations for which they are certified.

5.5.2. Records. The contractor must only place a medical statement in the employee's record that indicates the artisan/technician has been medically qualified for applicable tasks (include the completion date). The actual physical results must not be placed in the training record (violation of HIPAA).

5.6. Aircraft Ground Support Equipment (AGSE). This area includes, powered and non-powered aerospace ground equipment (AGE) operations (e.g., powered: external Auxiliary Power Units (APU)/Gas Turbine Compressor (GTCs), hydraulic test stands, light carts, etc.; non-powered: nitrogen/oxygen servicing carts, lifting devices, cradles, slings, support devices, aircraft work stands, tow bars, etc.). Procedures shall address at a minimum:

5.6.1. Periodic inspection/maintenance program to ensure serviceability and safety of equipment. Include maintenance/inspection methods and standards. Technical data must be referenced and used to develop scheduled/preventative maintenance plan,

5.6.2. Management of equipment maintenance/inspection and historical records,

5.6.3. User requirements (e.g., pre-operational inspections/documentation),

5.6.4. Tracking systems for preventative maintenance, time-changes and equipment items requiring calibration, next inspection due date,

5.6.5. An equipment identification process (e.g., unit numbers, bar codes, etc.),

5.6.6. Configuration control/management (e.g., Time Compliance Technical Orders, Service Bulletins, recalls of commercial equipment, safety alerts, etc.),

- 5.6.7. Corrosion control,
- 5.6.8. Equipment in overdue status but in-use and cannot be removed (i.e., jacks installed for extended periods, fixtures, cradles, etc.),
- 5.7. Airfield and Facility Vehicle Operation. Procedures shall address at a minimum:
 - 5.7.1. Vehicle operation (to include self-propelled equipment) in proximity of aircraft, aircraft components and support equipment,
 - 5.7.2. Safe operating speeds,
 - 5.7.3. Spotter requirements for backing, etc.,
 - 5.7.4. Vehicle pre-operational/safe-to-operate inspection requirements.
- 5.8. Aircraft servicing. Procedures shall address at a minimum:
 - 5.8.1. Refuel/defuel process,
 - 5.8.2. Fuel servicing equipment,
 - 5.8.3. Fuel storage,
 - 5.8.4. *Fuel quality*,
 - 5.8.5. Hydraulic systems, engines, gearboxes, propellers, landing gear struts, accumulators, etc. (to include prevention of cross-contamination),
 - 5.8.6. Oxygen (liquid and gaseous),
 - 5.8.7. Aircraft tires,
 - 5.8.8. Grease guns, dispensing cans, spray bottles, pump oilers, etc. and,
 - 5.8.9. Processes for preventing cross-contamination.
- 5.9. Aircraft Ground Handling. Procedures shall address at a minimum:
 - 5.9.1. Towing (*includes towing by hand*):
 - 5.9.1.1. Towing Pre-briefings to include risk management,
 - 5.9.1.2. Identification of towing supervisor,
 - 5.9.1.3. Required personnel,
 - 5.9.1.4. Towing speeds,
 - 5.9.1.5. Towing in congested areas,
 - 5.9.1.6. Tow vehicle operation,
 - 5.9.1.7. Aircraft setup/configuration as required by applicable aircraft technical guidance,
 - 5.9.1.8. Towing during reduced visibility, (use of lighted wands, etc.),
 - 5.9.1.9. Communications external to tow team,
 - 5.9.1.10. Signaling for normal and emergency stops (e.g., whistles, horns, radios) and,

- 5.9.1.11. Emergency aircraft movement (hangar/flightline, fire/severe weather).
- 5.9.2. Marshalling:
 - 5.9.2.1. Aircraft obstacle clearance distances,
 - 5.9.2.2. Use of standardized FAA, ICAO, or [Service Guidance](#) hand/wand signals,
 - 5.9.2.3. Marshalling team member positions in relation to the aircraft and,
 - 5.9.2.4. Special equipment used for limited visibility marshalling operations (e.g., reflective vests and lighted wands).
- 5.9.3. Mooring and Tie Down:
 - 5.9.3.1. Aircraft specific tie-down points,
 - 5.9.3.2. Ground tie-down locations,
 - 5.9.3.3. Use of approved tie-down equipment for the specific aircraft and,
 - 5.9.3.4. Grounding requirements. *(Note: For permanent or long-term sites, MIL-HDBK-274, Electrical Grounding for Aircraft Safety, provides guidance.)*
- 5.9.4. Jacking:
 - 5.9.4.1. Identification of jacking supervisor,
 - 5.9.4.2. Pre-briefing,
 - 5.9.4.3. Required personnel,
 - 5.9.4.4. Communication and signaling between jack team members,
 - 5.9.4.5. Pre-operational inspection of jacking equipment,
 - 5.9.4.6. Pre-operational inspection of location to ensure surface is clean, level, of appropriate weight rating, and the location is sufficiently clear of hazards (e.g., jet/prop blast, obstacles),
 - 5.9.4.7. Proper securing/configuring of jacks after aircraft is jacked (e.g., locking rings, relieving manifold pressure, etc.) and,
 - 5.9.4.8. Aircraft specific requirements (e.g., weight and balance, jack-points, configuration).
- 5.9.5. Taxiing by Ground Personnel:
 - 5.9.5.1. Procedures shall ensure only trained, qualified, and certified personnel shall taxi aircraft,
 - 5.9.5.2. Follow [Service Guidance](#),
 - 5.9.5.3. Ground personnel shall not conduct taxi operations on rotor-wing or tiltrotor aircraft, nor shall they conduct high speed taxi.
- 5.10. AFE/ALSE/ALSS. System/Component Maintenance and Storage. Procedures shall address at a minimum:

- 5.10.1. Training. All personnel performing maintenance, removal, installation, operational checkout of ALSE must be trained and certified ~~formally~~ through Service or equivalent commercial training,
- 5.10.2. Service or commercial technical guidance, whichever is applicable, ~~will~~ *shall* be used to develop training and perform maintenance,
- 5.10.3. Proper documentation of all equipment inspection records, forms, cards or information systems,
- 5.10.4. Work center explosive safety program, as applicable,
- 5.10.5. Temperature and relative humidity requirements in accordance with applicable technical data for the chute drying and packing areas,
- 5.10.6. Serviceability/calibration requirements for all equipment used to service and maintain (e.g., parachute-packing tables must be smooth, free of slivers and other defects that will cause damage to parachutes),
- 5.10.7. Proper storage of ALSE (e.g., dry well-ventilated area free of dust and other contaminants),
- 5.10.8. Monitoring/recording of temperature when performing life raft and life preserver leakage tests, as required,
- 5.10.9. Moisture and oil-free air source used to inflate rafts and life preservers,
- 5.10.10. Lead seal crimping tools and crimping requirements/procedures and,
- 5.10.11. Oxygen systems maintenance requirements (e.g., regulators, lines, OBOGS, etc.).
- 5.11. Egress System/Component Maintenance and Storage. Procedures shall address at a minimum:
 - 5.11.1. Training. All personnel performing maintenance, removal, installation, operational checkout of egress seats/components must be ~~system-certified-formally through a Service school or by an equivalent Original Equipment Manufacturer (OEM) certified trainer~~ *trained and certified through Service or equivalent commercial training*,
 - 5.11.2. Initial and annual "Safe-for-Maintenance" and system familiarization training for all employees that have a need to gain access to cockpits or crew stations equipped with ejection or extraction systems and/or explosive operating canopy removal systems,
 - 5.11.3. Service or commercial technical guidance, whichever is applicable, will be used to develop training and perform maintenance,
 - 5.11.4. Proper documentation of all equipment inspection records, forms, cards or information systems,
 - 5.11.5. Proper inspection, maintenance, handling and storage of Cartridge/Propellant Activated Devices (CAD/PAD) and other explosives applicable to facility/contract,
 - 5.11.6. Work center explosive safety program,
 - 5.11.7. Access to Egress seats/components restricted to authorized personnel only,

- 5.11.8. Proper storage of Egress seats/components (e.g., dry well-ventilated area free of dust and other contaminants) and,
- 5.11.9. Lead seal crimping tools and crimping requirements/procedures,
- 5.12. Aircraft/Equipment Hydraulic Fluid Analysis Program. Procedures shall address at a minimum:
 - 5.12.1. Hydraulic fluid contamination surveillance program for both aircraft and GSE (as applicable IAW technical data) to include test equipment used for operational checks of removed components,
 - 5.12.2. Sampling,
 - 5.12.3. Proper handling of samples to prevent contamination,
 - 5.12.4. Testing methods (e.g., patch and/or portable oil diagnostic system),
 - 5.12.5. Testing results for all aircraft and GSE and,
 - 5.12.6. Required actions for abnormal results.
- 5.13. Oil Analysis Program. Procedures shall address at a minimum:
 - 5.13.1. Technical data requirements,
 - 5.13.2. Sampling,
 - 5.13.3. Proper handling of samples to prevent contamination,
 - 5.13.4. Testing results and,
 - 5.13.5. Required actions for testing results.
- 5.14. Test, Measurement, and Diagnostic Equipment (TMDE). Procedures shall address at a minimum:
 - 5.14.1. Management and tracking of equipment,
 - 5.14.2. Use of technical data,
 - 5.14.3. Standards traceable to the National Institute of Standards and Technology or host nation equivalent,
 - 5.14.4. Notification and recall process for equipment due calibration,
 - 5.14.5. Management actions required for overdue items and,
 - 5.14.6. Required actions for items identified as Out-of-Tolerance,
 - 5.14.7. *Process for removing/quarantining dropped/damaged items to ensure calibrated items with an unknown status are not used,*
 - 5.14.8. *User requirements to ensure calibrated items are verified prior to use.*
- 5.15. Weight and Balance. The following references are good sources of information for developing Weight and Balance procedures: TM 55-1500-342-23 (US Army); NAVAIR 01-1B-50 (US Navy/US Marine Corps); T.O. 1-1B-50 (US Air Force); CGTO 1-1B-50 (US Coast Guard). Procedures shall address at a minimum:
 - 5.15.1. Maintenance, storage, calibration, and handling of scales and/or load cells,

- 5.15.2. When an Automated Weight and Balance System (AWBS) is used, ensure a process is implemented to receive and install updated versions,
- 5.15.3. Use of technical data and,
- 5.15.4. General procedures:
 - 5.15.4.1. Equipment. This area includes: Weighing Equipment, Weighing Accessories, Weighing Procedures, Aircraft Leveling, Dimensions Required for CG Location, Projection of Points to the Floor, Taking Measurements, Recording Weight and Dimensions, and Verification of Weighing Results; and,
 - 5.15.4.2. Calculation. This area includes: Principle of Moments, Effects of Moments on Aircraft, Determination of Balance Condition (Location of Aircraft CG), Effects of Unbalanced Loading, Determining Center of Gravity for a Group of Items, Center of Gravity Limits, Expressing Center of Gravity, Lateral and Vertical Center of Gravity, and Most Forward and Most Aft CG Calculations.
- 5.16. Tire and Wheel. Procedures shall reflect at a minimum:
 - 5.16.1. Use of technical data in tear-down and build-up and,
 - 5.16.2. Storage of wheels, components (e.g., bearings, races, keys, etc.) and tires.
- 5.17. Welding and Brazing (on *or near* fueled or previously fueled aircraft). In the absence of specific contractual or [Service Guidance](#), contractors should follow the minimum standards contained in NFPA 410. Procedures shall address at a minimum:
 - 5.17.1. Authorized locations,
 - 5.17.2. Welding fire-safety checklist,
 - 5.17.3. Process and authority for issuing a “Hot Work Permit,”
 - 5.17.4. Pre-operational inspection of equipment.
- 5.18. Security of Aircraft/Prevention of Unauthorized Access or Operation of Government Aircraft. The Procedures shall include:
 - 5.18.1. Responsibilities and processes for preventing unauthorized aircraft movement and access by unauthorized personnel,
 - 5.18.2. Promotion of security awareness in all flight-line personnel and,
 - 5.18.3. Classified equipment storage,
- 5.19. Technical Orders/Maintenance Manuals (to include Modification Flight Manuals). The Procedures shall include:
 - 5.19.1. Methods that ensure only current technical publications are used for the servicing and maintenance of aircraft and support equipment,
 - 5.19.2. The method for receiving, distributing, and maintaining the currency of technical publications. Where only commercial manuals are available, the contractor is responsible for obtaining them and ensuring that changes and supplements are promptly posted in the basic technical publications. For Federal Aviation Administration

(FAA) certified aircraft, the contractor shall maintain all applicable Airworthiness Directives and Service Bulletins for review,

5.19.3. Foreign Disclosure.

5.20. Aircraft Records Management. Procedures shall address at a minimum, maintenance, management, and control of documents, work pages/plans, historical records, etc.

5.21. Safe-for-Flight Release. The process that certifies the aircraft is safe for flight. Procedure shall address at a minimum:

5.21.1. Review items to include: applicable servicing, inspections, scheduled/unscheduled maintenance, weight and balance, all non-conformances that would preclude flight have been corrected, all deferred non-conformances have been evaluated and documented as “safe for flight” by those certified to make that determination,

5.21.2. Appointment of release authorities in writing and,

5.21.3. Process for release.

5.22. Battery Handling, Recharge and Storage. Procedures shall address at a minimum:

5.22.1. Use of technical data,

5.22.2. Tracking of batteries and,

5.22.3. Separation of non-compatible battery and element/component types (e.g., Lead Acid and Nickel Cadmium, if applicable).

5.23. Corrosion Control. Procedure shall address at a minimum:

5.23.1. Use of technical data,

5.23.2. Cleaning, washing, lubrication and,

5.23.3. Corrosion prevention/control.

5.24. Aircraft Weapons, Munitions, and Cartridge Activated Devices (CADs). Procedures shall address at a minimum:

5.24.1. Use of technical data, ([DoD 4145.26M, DoD Contractor's Safety Manual For Ammunition and Explosives](#) *provides extensive guidance*),

5.24.2. Use, storage, handling and transportation.

5.25. LASERS. Procedures shall address at a minimum:

5.25.1. Use of technical data and,

5.25.2. Use, storage, handling and transportation.

5.26. Severe Weather. Procedures shall address at a minimum:

5.26.1. Define conditions that constitute severe weather,

- 5.26.2. Provisions for obtaining forecasts and disseminating weather information to affected personnel, including off duty hours notification process and,
- 5.26.3. Response plan. Specific responsibilities for hangaring, mooring, or evacuation of aircraft as appropriate.
- 5.27. Fuel System Maintenance. Procedures shall address at a minimum:
 - 5.27.1. Use of technical data,
 - 5.27.2. Fuel Cell entry operations to prevent damage to the aircraft, including necessary clothing and equipment and,
 - 5.27.3. Fuel systems purging procedures to include:
 - 5.27.3.1. Purging method (air or fluid purging) and,
 - 5.27.3.2. Process, facility, and equipment requirements.
 - 5.27.4. Lower Explosive Level (LEL) procedures.
- 5.28. Hangaring of Aircraft. Procedures shall address rules for full, partially full, or empty fuel tanks, fuel system purging, and LEL procedures. Hangars shall meet the requirements of Paragraph 6.16.1.
- 5.29. Storage and Handling of Hazardous Materials (HAZMAT). Procedures shall address at a minimum:
 - 5.29.1. Handling and storage requirements,
 - 5.29.2. Proper use, labeling and identification and,
 - 5.29.3. Emergency procedures.
- 5.30. Gases (Inert and Flammable). Procedures shall address at a minimum:
 - 5.30.1. Handling, transportation, and storage requirements,
 - 5.30.2. Ventilation,
 - 5.30.3. Proper use, labeling and identification and,
 - 5.30.4. Emergency procedures.
- 5.31. *Application of Electrical and Hydraulic Power to the Aircraft. Procedures shall address at a minimum:*
 - 5.31.1. *Use of technical data and,*
 - 5.31.2. *Minimum required personnel.*
- 5.32. *Operation of Landing Gear, Powered Doors, and Flight Control Surfaces. Procedures shall address at a minimum:*
 - 5.32.1. *Use of technical data,*
 - 5.32.2. *Minimum required personnel and,*
 - 5.32.3. *Minimum clearance distances from objects.*

Blank

Chapter 6

SAFETY

6. Aviation Safety Program Elements.

6.1. Mishap Prevention Program. The contractor shall establish a written mishap prevention program for its flight and/or ground operations which includes the following applicable elements: *Designation of an Aviation Safety Official; Risk Management; Hazard Identification and Elimination, Aviation Safety Councils; Flight Safety Meetings; Safety Audits; Bird/Animal Avoidance and Strike Hazard (BASH); Mid-Air Collision Avoidance (MACA); Safety Publications; Damage Reporting; Mishap Notifications; Handling of "Privileged" Data; and Mishap Response Plans.*

6.2. Designation of an Aviation Safety Official. *Shall include specific duties and responsibilities of the position.*

6.3. Risk Management. *Develop a risk management program which incorporates risk assessment, mitigation, and acceptance process.* Contractors may base their programs on Service ~~programs (Operational Risk Management (ORM), Composite Risk Management (CRM) (Army), etc.)~~ such as *Operational Risk Management (ORM) (USN) or Risk Management (Army/USAF)* or equivalent industry practices. *Development of a Safety Management System (SMS) based on FAA guidance is highly recommended.*

6.4. *Hazard Identification and Elimination Procedures.* As a minimum, the system/methodology should allow any contractor personnel to identify a potential hazard under a non-attribution policy, provide an avenue to communicate (anonymously, if desired) this concern to the contractor's safety department for validation and corrective action, and document resolution of the identified hazard.

6.5. *Aviation Safety Council.* Establish a contractor aviation safety council (AKA consolidated safety council) to promote a program of accident prevention in flight, ground, industrial, and explosive activities as they apply to flight and ground operations. These meetings shall be held on a regular basis (at least quarterly). Document and distribute minutes of the meetings to appropriate offices and the GFR. The aviation safety council members shall provide a method to interface with their respective company organization/department. The aviation safety council:

6.5.1. *Shall* accept action items, provide safety expertise, implement changes as required, and operate as a focal point for safety within the company,

6.5.2. *Shall* address company mishaps for trend analysis and recommendations and,

6.5.3. *Shall* address airfield hazards to include obstructions, ATC facilities and procedures, Hazardous Air Traffic Reports (HATRs), and Bird/Animal Avoidance and Strike Hazard (BASH),

6.5.4. *Should* include (but are not limited to):

6.5.4.1. Safety Manager,

6.5.4.2. Director of Flight Operations/Chief Pilot,

6.5.4.3. Quality Assurance (contractor and Government),

- 6.5.4.4. Aviation Safety Official,
- 6.5.4.5. Department Heads,
- 6.5.4.6. FOD Manager,
- 6.5.4.7. Chief of Aircraft Rescue and Fire Fighting,
- 6.5.4.8. Environmental/Hazardous Materials Manager,
- 6.5.4.9. Aviation Maintenance Manager (contractor),
- 6.5.4.10. GFRs,
- 6.5.4.11. GGR (Government),
- 6.5.4.12. CSS/CSM (Government),
- 6.5.4.13. Airfield Manager,
- 6.5.4.14. ATC liaison.

6.6. **Flight Safety Meetings.** Conduct monthly flight safety meetings encompassing all functional areas. The intent of these meetings is to provide a forum for sharing contractor and government information on safety items or issues. Maintain attendance records, a summary of subject matter presented at meetings, and a method to brief absentees on the subject matter. In cases where the number of contractor flight personnel (i.e., four or less) makes a monthly meeting less effective, with GFR approval, a safety folder, updated monthly, meets this requirement. The contractor shall forward minutes of meetings to the GFR and maintain on file for a minimum of one year. Where the contractor's operations are embedded with Government operations, they may integrate their meetings with the local unit.

6.7. **Safety Audits.** Conduct regular safety audits or assessments (at least semiannually) which incorporate all aspects of the contractor's flight and ground operations to include flight, ground, maintenance, industrial, and explosive activities. Forward copies of the report, findings and corrective actions to appropriate offices and the GFR. The following references may be used as guidelines:

- 6.7.1. Army - AR 385 Series, *Safety* publications,
- 6.7.2. Navy - the Naval Safety Center (NAVSAFCE) 3750 P1 *Safety Review Checklist or The NAVAIR IG Safety Checklist*,
- 6.7.3. Air Force - AFI 91-202, *The US Air Force Mishap Prevention Program*, including Major Command (MAJCOM) supplements and,
- 6.7.4. Coast Guard - COMDTINST M5100.47 (series), *Safety and Environmental Health Manual*.

6.8. **Bird/Animal Avoidance and Strike Hazard (BASH) Program.** The intent of this program is to prevent avoidable damage to aircraft due to animal strikes. Define procedures to keep aircrew members aware of the current bird condition. Every reasonable effort must be implemented to keep all types of wildlife away from the runway environment. Contractors may integrate their program with the local airfield program.

6.9. *Mid-Air Collision Avoidance (MACA) Program.* The intent of this program is to proactively analyze the local flying environment and take necessary steps to reduce the likelihood of a mid-air collision. Contractors may integrate their program with the local airfield program.

6.10. *Safety Publications.* Make safety publications readily available to all aircrew members.

6.11. *Aircraft Damage Reporting Procedures.* The contractor shall track all damage to contract aircraft, and notify the GFR of all damage (at or above ~~\$2,000~~ \$5,000) to aircraft “in the open” ~~including post-DD-250 aircraft~~, within 7 days. *Initial cost estimates are normally based on the contractor’s appropriate labor rates plus the cost of materials.*

6.12. *Aircraft Mishap Notification Procedures.* The contractor must notify the GFR of any aircraft mishap meeting the *mishap classification* criteria defined in DoDI 6055.07, *Mishap Notification, Investigation, Reporting, and Record Keeping (or applicable agency reporting criteria for non-DoD aircraft)* as soon as practical (*see also Attachment 17, DoD Accident/Mishap/Incident Classification, Reporting Guide, and CSSO List*). The contractor shall provide the GFR a detailed narrative of the mishap, findings (including costs), and recommendations/ corrective actions. *Contractors shall provide mishap cost estimates as they become available and may base their estimate on the contractor’s time-and-material rate².*

6.13. *Privileged Data.* Establish procedures for the handling of “privileged” data. In the performance of the contract the contractor may request and receive from the Service’s safety center, access to “privileged” information as defined in [DoDI 6055.07, Mishap Notification, Investigation, Reporting, and Record Keeping](#), and the Services’ safety regulations. If mishap related privileged data is to be requested and obtained, handling procedures for the privileged data must be in place. Handling procedures must address the following safeguards:

6.13.1. Limitations of company internal distribution to the minimum number of directly concerned safety or operator personnel,

6.13.2. No release of privileged data to third parties,

6.13.3. Training to ensure employee awareness of the sensitivity of privileged information and its restrictions for purposes of exclusive Government benefit only.

6.14. *Mishap Response Plan (MRP) (or Premishap Plan).* The contractor shall develop an MRP which establishes the policies, responsibilities, and actions to be initiated should any aircraft in the custody of the contractor become overdue, or involved in a mishap. The contractor shall exercise the MRP on an annual basis. As a minimum, this plan shall include the following:

6.14.1. Immediate action checklist to ensure command, control and coordination of the rescue/recovery effort,

² *The contractor’s over-and-above rate is also permitted. The reported rate should reflect actual repair/replacement costs.*

6.14.2. A notification plan which includes a current roster of contractor and Government personnel (including duty and non-duty phone numbers) to be notified in the event of an aircraft mishap,

6.14.3. *A process for impounding the aircraft,*

6.14.4. Procedures for contractor and subcontractor cooperation and participation in mishap investigations conducted by the Government. Procedures must clearly define the differences between a Government Legal investigation (used to satisfy claims) and a Government Safety investigation (used for mishap prevention). The procedures must clearly state the contractual obligation of contractor personnel to provide information and interviews to the Government Safety investigation immediately upon request. The results of medical and toxicological testing per Paragraph 6.14.8 shall be provided to the Government Safety investigation board immediately upon request. The toxicological samples shall be provided to the Government legal investigation board immediately upon request,

6.14.5. Provisions for search and rescue procedures,

6.14.6. Procedures for site security and public affairs,

6.14.7. Procedures for the preservation of evidence to include:

6.14.7.1. Training records,

6.14.7.2. Aircraft log books, maintenance and servicing records,

6.14.7.3. Impounding all of the mishap aircraft's fluid servicing equipment and contents, and,

6.14.7.4. Collection and impoundment of fluid samples from the mishap aircraft.

6.14.8. Medical Procedures.

6.14.8.1. Toxicological Testing. Contractors shall ensure that toxicological testing (at least equal to Service requirement), of personnel involved in aircraft mishaps is promptly accomplished. Contractors shall include toxicological testing procedures as part of their Mishap Response Plan. See the [Armed Forces Institute of Pathology/ Division of Forensic Toxicology](#) guidelines for information on toxicological testing programs.

6.14.8.1.1. Requirement. Crewmembers involved in mishaps in which there is a loss of life, an aircraft is destroyed, property damage is expected to exceed \$500,000; three or more personnel are inpatient hospitalized; or any permanent total or partial disability is sustained shall receive toxicological testing at least equal to procuring Service requirements. Those contractor individuals identified by the GFR whose actions or inactions may have been factors in the mishap sequence shall also be tested (provided SOFA permits in foreign countries). The contractor shall ensure that the requirement for toxicological testing is flowed down to its subcontractors.

6.14.8.1.2. Contractor Personnel Refusing to be Tested IAW 6.14.8.1.1. The GFR has no role in the hiring or firing of contractor personnel. In addition, the GFR cannot force compliance with any portion of this Instruction. However, the GFR has complete authority over access to all aircraft covered by this instruction. Any contractor

crewmember refusing timely toxicological testing following a mishap shall be permanently removed as a Government approved crewmember. Any contractor non-crewmember refusing timely toxicological testing following a mishap shall be permanently removed from the contractor's non-crewmember list. Ground personnel refusing timely testing following a mishap will not be permitted to work on USG aircraft under this Instruction for 3 years. Contractors may request relief from these risk control measures directly to the appropriate waiver authority for this instruction. Requests should include sufficient evidence that the Government's risk has been adequately mitigated. Contractors shall annotate any refusals to comply with toxicological testing in the individual's personnel files.

6.14.8.2. Establish procedures for medical examination of crewmembers, non-crewmembers, and passengers involved in an aircraft mishap, and those ground personnel whose actions or inaction may have been factors in the mishap sequence.

6.14.8.3. An examination by a military flight surgeon or an FAA approved medical examiner is required for those involved in a physiological incident.

6.14.8.4. A comprehensive Flying Duty Medical Examination (FDME) is required during a post-mishap investigation for all Army contracts. In all events, the Army requires the examination by military flight surgeons. If a military flight surgeon is not available, Army aeromedical personnel may approve the examination to be performed by a Department of the Army Civilian or Department of the Army Contract Civilian physician.

6.15. Aircraft Rescue and Fire Fighting (ARFF) and Aircraft Facility Fire Response.

6.15.1. Specific minimum ARFF and Aircraft Facility Fire Response requirements at contractor facilities including GOCO facilities (see para 6.15.4.2). Contractors conducting aircraft (to include UA) operations shall provide and/or ensure at least the minimum ARFF and aircraft facility fire response capabilities exist. Minimum ARFF and aircraft facility fire response capabilities shall be aligned with the requirements in National Aerospace Standard (NAS) 3306, Facility Requirements for Aircraft Operations, (Revision 3 or later). When unable to meet the specific ARFF and/or aircraft facility fire response requirements of NAS 3306, contractors may seek relief through the appropriate Waiver Authority for this Instruction (see Paragraph 2.6).

6.15.2. Contractor Fire Prevention/ARFF Focal Point.

6.15.2.1. Appoint a contractor focal point for ARFF, fire protection and fire prevention for each facility/site.

6.15.2.2. The focal point shall coordinate ARFF, fire protection and facility fire response efforts and procedures for the contractor.

6.15.3. Communication checks with the appropriate agencies. The contractor shall conduct and document quarterly communication checks with appropriate agencies (police, fire department, ambulance service, etc.) for all methods of communication other than the 911 system. This check shall ensure that emergency communication links are current and in working order.

6.15.4. Use of Outside Agencies to Meet ARFF and/or Aircraft Facility Fire Response Requirements of Paragraph 6.15.1. The use of ARFF and/or aircraft facility fire response services provided by local, state, federal, or host nation to meet the ARFF and/or aircraft facility fire response requirements of this Instruction is permitted. The contractor is responsible to ensure all contractual requirements are met even when partial or complete ARFF and/or aircraft facility fire response services are provided by a third party. The contractor shall provide aircraft and facility-specific training of personnel from these units.

6.15.4.1. The contractor shall develop specific Procedures addressing how they ensure all contractual ARFF and aircraft facility fire response requirements are met to include methods for verification by the contractor and the Government. A written agreement for services should be in place and include detailed response plans, training requirements, provisions for an annual exercise, and operational command and control arrangements. Any deviations between available ARFF and/or aircraft facility fire response capabilities and contractual requirements shall be addressed and corrected by the contractor prior to aircraft operations being performed.

6.15.4.2. Where ARFF and/or aircraft facility fire response services are provided by a U.S. Service (Army, Navy, Air Force, Marines, or Coast Guard), equipment, response times, training, etc., are allowed to be in accordance with the instructions, policies and guidance of that military service in lieu of NAS 3306 requirements. A U.S. Service providing ARFF and/or aircraft facility fire response does not relieve the contractor of the contractual obligation of ensuring agent, vehicle, and manning requirements (NAS 3306 Table 5.1) are met. The contractor shall develop specific Procedures addressing how they ensure these requirements are met, to include methods for verification by the contractor and the Government.

6.16. Aircraft Facilities. Aircraft facilities include any building or structure where aircraft are produced/manufactured, housed, stored, serviced, repaired, altered, and/or maintained.

6.16.1. Requirements. Aircraft facilities (all buildings, structures, etc.) shall meet at least the minimum requirements of NAS 3306, Facility Requirements for Aircraft Operations. When unable to meet the specific facility requirements of NAS 3306, contractors may seek relief through the appropriate Waiver Authority for this Instruction (see Paragraph 2.6);

6.16.2. Contractors at Government Owned Facilities. Contractors located at government owned facilities are exempt from paragraph 6.16.1 however, they shall assess the existing facilities based on the requirements of paragraph 6.16.1 and document any shortfalls. Documented shortfalls shall be provided to the applicable aircraft Program Office(s), facility owners (specific Service POC), and Waiver Authority(s) for this Instruction so that the shortfalls may be addressed if the contracting organization chooses.

6.17. Contractor Evaluation of ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground. Prior to arrival of first aircraft and/or beginning contractual operations, the contractor shall evaluate and provide a report to the GFR for the following capabilities at all proposed operating locations: airfields/heliports, ARFF and structural fire fighting

services, hangars/facilities, and protection methods for aircraft on the ground. The report shall identify any conditions failing to meet the minimums of NAS 3306. For hangars/facilities, the report shall identify the specific construction and fire protection capabilities, to include the NFPA 409 Edition with which the facility is compliant and fuel status of aircraft to be placed in the hangar(s). This report may include the data or applicable reports from paragraphs 6.15 and 6.16.

6.18. OCONUS ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground.

6.18.1. Foreign Military Sales. Contractors may use host nation equivalent standards in lieu of using NAS 3306. Contractors are not required to identify the differences between NAS 3306 and the host nation equivalent standards nor submit their shortfalls to the Waiver Authority. However, they shall provide a statement of capability of all areas listed in paragraph 6.17.

6.18.2. U.S. Government Aircraft. Contractors that wish to use host nation equivalent standards in lieu of NAS 3306 shall identify any differences between NAS 3306 and the host nation equivalent standards. Shortfalls shall be routed through the GFR to the Waiver Authority(s) (see Paragraph 2.6). If a contractor is granted authorization to use the host nation standards, the evaluation from paragraph 6.17 will be conducted using those standards.

Blank

Chapter 7

GOVERNMENT FLIGHT REPRESENTATIVES

7. GFR Procedures.

7.1. GFR Qualifications.

7.1.1. GFR (Aircraft Flight and Ground Operations). A rated U.S. Military officer or Government civilian in an aviation position. GFRs are appointed to perform the Contract Administration Services (CAS) function, [FAR subpart 42.302\(a\)\(56\)](#) *maintain surveillance of flight operations*.

7.1.2. Ground GFR (GGFR). A U.S. Military aircraft maintenance officer or NCO (E-7 or above), or Government civilian equivalent. GGFRs are not authorized to approve contractor crewmembers, flights, flight related portions of the Procedures, or any function/procedure described in this Instruction's Chapter 4 (Flight Operations). GGFRs shall not be assigned where a GFR already exists. In these cases, assignment of a GGR as a member of the APT is appropriate.

7.2. GFR Selection and Assignment.

7.2.1. To administer contracts which include flight and ground operations, the Approving Authority appoints a GFR (and Alternate GFR as desired). To administer contracts which include ground operations only, the Approving Authority appoints either a GFR or GGFR (and alternates as desired).

7.2.2. Organization Providing GFR. The Services normally provide the GFR for contractor operations at Base, Post, Camp or Station locations. DCMA normally provides the GFR for contractor facilities IAW [DFARS subpart 242.2 Contract Administration Services](#).

7.3. GFR Training. Prior to performing GFR/GGFR duties, the GFR/GGFR appointee shall complete the DCMA GFR (CMA-211) or GGFR (CMA-221) Certification Course (as appropriate) *administered through DAU (see www.dau.mil for course schedule)*. GFRs/GGFRs who have not been involved in contractor aircraft operations for a period of three years shall re-attend the GFR course prior to being appointed as a GFR. Attendance at the DCMA/GFR/GGFR Certification Course is required every five years. Instructing the course counts as attending. GGRs shall ~~also~~ attend the GGFR course.

7.4. GFR Designation. The [Approving Authority](#) designates a GFR for contractor operations where the contractor is required to comply with this Instruction. The [Approving Authority](#) should also designate an alternate GFR. GFRs assigned as non-resident GFR may act as Primary or Alternate GFRs at a maximum of six locations. However, they may act as Primary GFR at no more than four of the six locations. The contractor shall be provided, and should maintain, an informational copy of applicable GFR Appointment Letter. [Attachment 6](#), *GFR/GGFR Appointment Letter Sample Format*, shows an example format for a GFR Appointment Letter. [Attachment 6.1](#), *Applications for GFR/GGFR Appointments*, describes processes for obtaining appointment letters. See Paragraph 7.11.2 for Supporting Contract Administration (SCA) delegation process.

7.5. PCO Responsibility. When this Instruction is incorporated by reference or included in the contract, the PCO shall ensure the contract is not executed without the assignment of a GFR.

7.6. ACO Responsibility. When this Instruction is incorporated by reference or included in the contract, the ACO shall ensure the contract is not performed without the assignment of a GFR.

7.7. Contractor Field Team (CFT), Contractor Logistics Support (CLS) Operations. Locations where operational control and CAS oversight are split between the local unit and an outside agency shall require special attention from the approving authority and GFR. In these situations, the GFR shall be selected from within the organization maintaining operational control of the aircraft.

7.8. GFR General Responsibilities.

7.8.1. Contractor's Procedures. The GFR is responsible for surveillance of those contractor aircraft flight and ground operations where the contractor is required to comply with this Instruction.

7.8.1.1. Procedures shall be reviewed by the GFR at least every 12 months and within 90 days of a change of the primary GFR. GFRs should use [Attachment 10](#), Procedures Index, and [Attachment 11](#), Procedures Review Guide, when reviewing Procedures. The GFR shall complete the review and respond to the contractor in a timely manner (within at least 30 days). Contractors may continue operations under existing Procedures until the completion of the review process unless the GFR identifies an unsafe practice. The contractor shall be notified in writing when the review is complete. The GFR shall maintain a record of approval of the Procedures and send a copy of the approval letter to the ACO.

7.8.1.2. Procedures at Start-up Locations. For contractor operations with no existing approved Procedures, the contractor is encouraged to provide its Procedures, including portions thereof, to the GFR for approval as soon as possible. The GFR shall give priority to approving those Procedures to prevent a delay in the execution of the contract. GFRs may approve portions of the Procedures, however, they shall not approve crewmembers or flights until the entire set of Procedures have been approved.

7.8.1.3. When the contractor is not acting in accordance with Procedures, the contract, test plans, this Instruction, other applicable directives, or if safety is jeopardized, the GFR shall take prompt actions to rectify the issue. In these situations the GFR may elect to withdraw approval of the flights, crewmembers, and/or Procedures. Should the GFR discover contractor operations conducted without approved Procedures, noncompliance with approved Procedures, or discover use of unsafe practices, the GFR shall notify the contractor and ACO.

7.8.1.4. Given the complexity of this Instruction and [Service Guidance](#) it is reasonable to expect disagreement in some areas between the contractor's and GFR's interpretations. Paragraph 3.16 is intended to provide contractors an avenue for elevating their concerns when the disagreement cannot be resolved between the contractor, GFR and ACO. The Service Waiver Authorities for this Instruction are the ultimate arbitrators for resolving these disagreements.

7.8.2. Contract Administration. Contract administration is performed to assure mission effectiveness, flight safety, and contractor compliance with FAR and DFARS clauses and other specific clauses which are cited in the contract. General procedures regarding contract administration for GFRs are contained in this Instruction.

7.8.2.1. In order to effectively perform their delegated duties and determine the scope of their responsibility, the GFR must achieve a thorough working knowledge of this Instruction and the regulations, manuals, technical publications, and documents referenced in the contract. They must also become thoroughly familiar with the requirements of the contract including annexes and appendices.

7.8.2.2. The GFR, in the role as functional expert, must evaluate contracts and changes to contracts and participate in preaward surveys to ensure that contracts contain appropriate vehicles for adequately performing contractor surveillance, and contain referenced standards which protect Government resources while in the custody of the contractor. In the performance of this and other GFR responsibilities, the GFR shall maintain a record of noteworthy observations, discrepancies, recommendations, and contractor corrective actions.

7.8.2.3. *When the WAWF-RR or DD-250 is used to accept an aircraft, liability, GFR authority, and flight approval processes may change. Refer to the contract and contracting officer for additional guidance.*

7.8.3. Contract Deficiencies/Concerns. The GFR must be alert during the contract review to detect deficient procedures/omissions which could affect the safety, both ground and flight, of the aircraft. Examples include: fire protection, special flight test programs, waivers, foreign object damage (FOD) programs, towing procedures, unique aerodrome requirements, tool control programs, engine run procedures, etc.). These situations shall require special attention from the GFR. GFRs should work with ACOs and PCOs to ensure that contracts do not contain verbiage that negates or removes all or part of this Instruction. If these efforts are unsuccessful, the GFR shall inform the Procuring Services waiver approval authority of the contract and issues involved.

7.8.4. Temporary Duty (TDY) Support. The GFR shall ensure that TDY military aircrews arriving on site to support the contract effort, are briefed on facility aerodrome procedures and applicable Procedures and local flight rules. The GFR should also ensure that TDY crews have access to contractor flight planning and briefing facilities. See 7.8.9., below, for more information on TDY crew flight approval.

7.8.5. Experimental Flight Operations. The GFR may need to discuss the flight program and flight profiles with contractor flight operations personnel or a procurement office flight program test officer to clarify the need for flight for certain experimental programs. Experimental test profiles require a Government approved test plan. Other sources of information, education, and advice on these and other flight test profiles include the flight safety personnel at the U.S. Army Materiel Command (AMCOL-CA), Naval Air Systems Command (AIR-9.0F), and Air Force Materiel Command (AFMC/A3V).

7.8.6. *Aviation Program Teams.*

7.8.6.1. The APT's purpose is to ensure all aspects of aircraft safety (flight, ground, and industrial) which could adversely affect the aircraft are adequately addressed. The GFR heads the APT. The GFR cannot be an expert in all areas of aircraft operations. Due to the complexity and risks involved, it is imperative that appropriate expertise is available to perform the flight operations CAS mission. The experts that assist the GFR in performing flight operations CAS comprise the APT. If the contract involves ground operations and the GFR does not have a background in aircraft ground operations or ground safety, the command shall make available a GGR, and other experts necessary to assist the GFR in performing CAS. Service GFRs are strongly encouraged to use available personnel to form their own APTs.

7.8.6.2. The APT should maintain a close liaison with the other CAS and contractor organization functional offices. If surveillance of a contract reveals problem areas outside the scope of flight operations, ground operations or industrial safety, the GFR should advise the responsible CAS personnel or ACO, as appropriate. Conversely, GFRs should not hesitate to seek advice on matters of safety (ground/explosive) or QA from functional specialists. As team leader, the GFR should coordinate survey findings and observations regarding procedures, and conditions with the QAR, maintenance personnel, and the rest of the APT. Such findings can then be presented to the contractor and ACO through the GFR.

7.8.7. Crewmember Approval. One of the most important duties performed by GFRs involves approval of contractor crewmembers. To avoid serious problems, it is vital that GFRs follow the instructions governing these processes to the letter. All contractor crewmembers must be approved as a requisite step for contractor indemnification under the [GFR](#). The GFR shall not approve any crewmember until the Procedures have been approved.

7.8.7.1. GFRs shall base their crewmember training, qualification, approval, and removal from flight status decisions primarily on the requirements of the contract, this Instruction, and the current/projected operations tempo of the contractor. GFRs shall also consider the same factors described in Paragraph 4.2.7, *Removal from Crewmember Status*, prior to approving a crewmember in the first place.

7.8.7.2. The GFR shall coordinate with the contractor to ensure that the appropriate numbers of crewmembers are approved, and that programs include sufficient flying time for currency in accordance with this Instruction.

7.8.7.3. Multiple Aircraft Qualifications (USAF): If the AFMC Form 80 is used, the GFR will be listed as the Action Officer in Section IV (block 25). Submission of the multiple qualification package signifies GFR concurrence with the contractor request. The CMO/CC, if a rated officer, will electronically sign Section IV (block 23), in the OG/CC block. If the CMO/CC is not a rated officer, forward the multiple qualification request to DCMA-AO for signature. DCMA-AO will electronically sign Section V (block 27) in the WG/CC block in both cases. Service GFR waiver requests will be signed by the OG/CC providing oversight of contractor operations. Forward the Form 80 to AFMC/A3V for final actions/approval.

7.8.8. Non-Crewmember Approval. GFRs do not approve non-crewmembers per se. However, GFRs shall only approve flights that include non-crewmembers when the non-crewmembers are on the contractor Requesting Official's authorized list and have a mission need to be on the aircraft.

7.8.9. Flight Approval. The GFR shall not approve any flight until the Procedures have been approved.

7.8.9.1. GFR approval is required for all flights under this instruction. Flight approvals are requested through the use of [DCMA Form 644, Request for Flight Approval](#), or an alternate form approved by the GFR. Ideally, the GFR approves flight requests on the work day prior to the scheduled flight. This allows the GFR to evaluate the effects of all the factors (such as aircraft condition, weather, aircrew life stressors, etc.) which influence flight effectiveness and safety. GFRs shall not authorize operations that are outside the scope of the contract. GFR approval of operations not allowed by the contract could create serious liability issues for both the Government and the contractor. *Ensure the contractor's risk management program incorporates a flight risk assessment for each flight. The GFR shall follow Service rules to ensure the appropriate approval level for elevated risk flights is accomplished.*

7.8.9.2. GFR approved equivalent forms must contain the same requisite information found in [DCMA Form 644, Request for Flight Approval](#), including the contractor certification statement, "I CERTIFY that this flight is in accordance with the flight program authorized by the contract and will be conducted in accordance with the approved flight operations Procedures."

7.8.9.3. GFRs shall confirm that each contractor crewmember on the flight approval request form is current, qualified, or in an approved training status. When a GFR is approving a flight with crewmembers provided under a separate contract having a different GFR, the approving GFR shall ensure the guest crewmembers are current and qualified IAW the contract they are now flying under.

7.8.9.4. When Government crews fly aircraft under this Instruction, the GFR shall verify Government personnel are properly qualified, current, authorized, and required to participate. Valid aircrew travel orders stating in essence, "*The purpose of the travel is to perform the specific flight operations activity listed on the [DCMA Form 644](#) (e.g., FCF, ACF, Test Flight, etc.),*" is considered sufficient validation for the purposes of this paragraph. A letter from the home unit commander, though not required in and by itself, is also considered sufficient validation. For Air Force aircraft, verification includes the determination, based on AFI 11-2FT Vol 1, that currency requirements have been met for the mission/mission elements as stated on the [DCMA Form 644](#).

7.8.9.5. Flights not Under GFR Cognizance. Occasionally contractor flight operations include formations, chase, pace, intercept/target, or in-flight refueling (receiver or tanker) with non-contract/non-Government aircraft. GFRs may approve such missions but shall not approve the non-contract flight itself. GFRs require insight into the qualifications and capabilities of the non-contract aircrew and aircraft. See Paragraph 4.1.8 for contractor responsibilities in providing this information. GFRs shall not approve [DCMA Form 644s](#) for missions that cannot be accomplished safely.

7.8.9.6. Multiple Flight Approvals. Highly repetitive flights (such as flight instruction or a repeated flight involving the same aircrew, mission, and flight profile, including flights defined under Paragraph 1.31.3) may be authorized 7 days in advance. GFRs should know the profile and objectives for each contractor flight as well as the currency and qualifications of the flight/ground crews involved for the duration of the approval period. GFRs should avoid multiple flight approvals unless facing *extraordinary circumstances*. If resident GFRs are not physically available, the alternate GFR should approve flights in lieu of having the primary GFR sign an extended approval. Multiple flight approvals shall only be for the minimum time period consistent with mission requirements. When the GFR is not collocated with the flight operations, either as a non-resident GFR or because of off station operations, the GFR may authorize the proposed flights up to one month in advance. In no case shall flight approvals be issued for more than one month. USAF: Contractor crewmembers and non-crewmembers embedded in USAF flying organizations may be pre-approved by the GFR for up to 30 days. The GFR will list any ground training items/prerequisites and flying training events that will expire during the requested time period. This information will be provided and attached to the AF Form 4327/4327a to complete the flight approval process.

7.8.9.7. Orientation Flights. Requests for orientation flights on Government aircraft shall be routed to the waiver authority for this Instruction (see Paragraph 2.6) for approval. The GFR shall consult with the ACO to ensure that such requests are within scope of the contract, and request that the PCO adjust the contract to fund the requested flights when necessary. Individuals receiving orientations are restricted from the following types of flights: experimental test flights; initial acceptance, functional check flights, maintenance test, or point to point flights.

7.9. Mishap Response.

7.9.1. *GFRs shall notify the CSSO ([Attachment 17](#)) of all mishaps (Class D or above). The CSSO shall determine if a Service or contractor investigation is required. The GFR shall coordinate contractor investigations with the CSSO.*

7.9.2. *Perform surveillance of the contractor's mishap investigation effort with the assistance of the Contract Safety Manager or a CAS flight safety officer.*

7.9.3. *Coordinate with the CSSO on aircraft release procedures following impoundment.*

7.10. Subcontractor Flight Operations. GFRs are responsible for all crewmember and flight approval regardless of whether the crewmembers are prime or subcontractor personnel. GFRs may allow prime contractors to appoint subcontractor individuals to act as the CRO. When subcontractor operations affect the safety of Government aircraft, the GFR shall request from the CRO necessary information concerning said operations to ensure they may be conducted in a safe and effective manner.

7.11. CAS Responsibilities.

7.11.1. Delegating Administration Responsibility/Authority. Assignment of a contract to a CAS component listed in the Federal Directory of Contract Administration Services (CAS) Components, for administration automatically carries with it the authority to

perform all of the normal functions listed in [FAR 42.302\(a\)](#) to the extent that those functions apply to the contract, including surveillance of flight and ground operations and safety requirements. The procuring activity may elect to withhold the assignment of specific CAS functions [IAW DFARS 242.202](#), or via [FAR 42.202](#), assign additional functions. In these cases, the procuring activity notifies the CMO of the functions withheld or added.

7.11.2. Supporting Contract Administration (SCA). SCA delegations are used to transfer [FAR subpart 42.302\(a\)](#) requirements from one CAS Component (CASC) organization *to another or other qualified organizations per [DFARS 242.202](#), paragraph (e)(1)(A)*. This is done when, for example, contract work is performed at geographically separated locations *or at base, post, camp or station locations*.

7.11.2.1. When a CASC requires support from another CASC in administering a portion of the contract, the CASC HCA or DCMA CMO commander having cognizance over the contract must request SCA services (all or part of [FAR subpart 42.302\(a\)](#)), through the ACO, from a suitable CAS organization. The applicable services to be performed shall be stated in the request. An example SCA delegation format is found in [Attachment 7](#), *Sample Supporting Contract Administration Delegation Format*.

7.11.2.2. In lieu of transferring CAS responsibility through an SCA delegation, a GFR from one unit may be delegated GFR responsibility from an outside CASC organization that has retained CAS responsibility. This is accomplished through the use of a formal Letter of Agreement (LOA) functionally assigning the GFR to the outside CAS organization for the limited purpose of performing [FAR subpart 42.302\(a\)\(56\)](#) CAS. [Attachment 7.1](#), *Sample GFR/GGFR Cross Organizational LOA*, provides an example LOA for this purpose.

7.11.2.3. Copies of necessary contractual documents are provided from the requesting CAS component. When the SCA delegation (or LOA) includes flight and ground operations, the GFRs from the two CAS components should keep each other informed of important activity concerning the contractor.

7.11.3. Preaward Survey (PAS). The PAS is an evaluation of a prospective contractor's ability to perform under the specified terms of a contract proposal. It differs in scope from a regular survey in that the determination is whether the contractor "can" comply with the safety requirements of the contract, not "is" the contractor in compliance. The Preaward monitor will provide the GFR with the solicitation, date, time, and location of the survey as well as the reporting requirements. Written reports should include a clear statement that the contractor is/is not capable of performing work in compliance with contract flight operations and safety requirements. Also include a specific recommendation for award or no award. When an existing contractor is bidding on a new contract and their capabilities are already known, the Preaward monitor may request a desk audit in lieu of a survey. GFRs should still recommend award/no award.

7.12. Contractor Flight And Ground Operations Surveys. The flight and ground operations/flight safety survey is an onsite evaluation of the effectiveness of the contractor flight and ground operations programs and Procedures for protecting Government resources while under the cognizance of the CASC at contractor facilities. Observations determine the adequacy of written Procedures, compliance with those

procedures, and their effectiveness in protecting Government resources. The intent of the survey is to indicate what management attention is necessary to prevent occurrence/recurrences of injury to personnel or damage to Government assets.

7.12.1. The GFR shall conduct surveys of each designated contractor's flight and ground operations. The survey is conducted to:

7.12.1.1. Verify contractor conformance with contractual flight and ground operations and flight safety requirements,

7.12.2. Verify the qualification of contractor crewmembers, non-crewmembers, and ground personnel. When circumstances (e.g., aircraft type, flying schedule, etc.) permit, an in-flight evaluation of contractor crewmembers should be accomplished. Flight examiners who are current, qualified, and designated in writing by their flying unit to perform flight evaluations may perform flight evaluations. As an alternative, the GFR may perform an in-flight supervisory flight evaluation of the performance of contractor flight crew members. Flight evaluation findings shall be debriefed to the GFR prior to the formal out briefing. A formal flight evaluation report shall be entered into the tested individual's flight records. For no-notice evaluations, the GFR should notify the Chief Pilot prior to brief time.

7.12.3. Frequency of Surveys. The frequency of the surveys must be based upon the degree of risk and magnitude of potential Government loss associated with the types of aircraft flight and ground operations. In addition, the individual contractor's safety history, current level of performance, and complexity of operations must also be considered. The designated GFR is the most knowledgeable judge of these factors and therefore is charged with the responsibility of determining the frequency of the surveys.

7.12.3.1. Resident GFRs shall perform a minimum of one survey every 12 months in addition to their daily surveillance of the contractor.

7.12.3.2. Nonresident GFRs shall determine the survey frequencies after initial fact finding visits to the contractor's facility. Nonresident GFRs shall perform an annual survey IAW Paragraph 7.12 and at least one mid cycle survey 6 months later. These mid-cycle (semi-annual) surveys need not be as comprehensive as the annual survey. At a minimum, mid cycle surveys should still include an analysis of the current state of the contractor's aircraft safety program, the status of corrective actions from previous surveys, and a review of any high interest items. Findings and observations for mid cycle surveys may be described in a trip report.

7.12.3.3. Surveys may be conducted plus or minus one month of the anniversary of the previous survey dates.

7.12.4. Preparation for Flight and Ground Operations Survey. GFRs should review the following items before beginning the survey:

7.12.4.1. Procedures for currency and validity,

7.12.4.2. Historical data, including past surveys (e.g., preaward, postaward), Inspector General (IG) reports, and mishap reports. Make a list of follow up items. Note the nature of any problems, the proposed corrective action and responsible office and the anticipated "get well" date. Attempt to identify trends and root causes which

may be contributing to the symptoms. Don't overlook findings from other locations which may have application,

7.12.4.3. Waivers. Review all waivers to ensure the requirements for the waiver are still valid,

7.12.4.4. The contract, including enclosures and appendices. Verify the inclusion of the appropriate FAR and DFARS clauses and status of any [DD Form 1716, Contract Data Package Recommendation/Deficiency Report](#), related to flight operations.

7.12.5. Notification. Notify the contractor in writing at least 30 days prior and request that the contractor provide a safety manager to accompany the Government team during the survey. GFRs may wish to include a copy of the survey process to the contractor. Send a copy of notification letter to the ACO. (NOTE: When mishap reports, deficiency reports, etc., demonstrate the need for additional evaluations of the contractor's operations, unannounced surveys may be performed.)

7.12.6. Team Composition. Prior to the survey, the GFR forms a team including applicable aircraft operations, quality, safety and other appropriate technical personnel to effectively evaluate contractor performance. Letters of invitations to participate shall be sent to the procuring Service safety and operations offices as appropriate. Procuring activities' flight safety, standardization and evaluation, or aircraft maintenance representatives are always invited and encouraged to visit contractor sites in conjunction with GFR surveys.

7.12.7. Conducting the Survey. To ensure the Government team is integrated and areas of responsibility are established a Government-only meeting should be conducted prior to the in brief and out brief with the contractor.

7.12.7.1. Conduct a formal in brief. A formal in brief with the contractor and Government team provides the setting for the conduct of the survey.

7.12.7.2. Visit, review, interview, and observe, as necessary. Compare the observations with contract requirements and written Procedures. Make notes of outstanding/exemplary processes and discrepancies for use in the formal report. Cite a specific contract reference for each discrepancy.

7.12.7.3. Minor observations or deficiencies may be discussed directly during the progress of the survey or retained as notes for final out briefing. If sufficient confidence is established with contractor's supervisory personnel, these items need not appear in the final report. Caution should be exercised to avoid any constructive change allegation. If doubt exists, items should be included in the written report for review by the ACO and formally forwarded to the contractor. Upon discovering a deficiency which is an obvious serious hazard (e.g., smoking while performing fueling operations), immediately notify appropriate contractor supervisory personnel so they can direct immediate hazard correction.

7.12.7.4. Exit Briefing. Conduct a Government only out-brief to coordinate findings and prepare for the contractor out-briefing. Conduct a final out-brief with the contractor with those who attended the in-briefing

7.12.7.5. Reports. Prepare and distribute a written report as follows:

7.12.7.5.1. The survey report using the format at [Attachment 8](#), or any appropriate substitute format. Describe the program elements and sub-elements which were observed during the survey. Observations requiring written corrective action and those related to critical safety of flight items should include documentation of facts, reference(s) to the written requirement (i.e., the contract, the Procedures, and applicable Tech Orders), and sufficient discussion to convey why the discrepancy must be corrected. Coordinate the final report with the survey team participants

7.12.7.5.2. The Facility Data Sheet (FDS). The GFR creates the FDS as a concise summary of the contractor facility and its level of activity. [Attachment 9](#), contains an *example* format in Word. An *example* format in Excel is also available at: http://www.dcmamilitary.com/policy/8210-1C/Facility_Data_Sheet_Form.xlsx.

7.12.7.5.3. It should include the following items of information:

7.12.7.5.3.1. Contractor name and address,

7.12.7.5.3.2. Primary Government and contractor personnel and phone numbers,

7.12.7.5.3.3. Number of Government and contractor crewmembers assigned,

7.12.7.5.3.4. Current contract number(s) that contain the Ground and Flight Risk Clause,

7.12.7.5.3.5. Contract flight and ground operations clause/ requirement reference(s) and safety clause/requirement reference(s),

7.12.7.5.3.6. Type/Design/Series of aircraft,

7.12.7.5.3.7. Procuring Service, PCO, ACO,

7.12.7.5.3.8. Quantity of aircraft scheduled by year and,

7.12.7.5.3.9. Current issues.

7.12.7.5.4. To ensure proper interpretation of contractual requirements, written reports involving contractor operations must be addressed to the ACO for endorsement and prompt forwarding to the contractor. The GFR shall not send the report directly to the contractor. Information copies should be forwarded to the buying Service Aviation Safety Office by the GFR.

7.12.7.5.5. The survey report distribution schedule for contractor operations is as follows:

7.12.7.5.5.1. The GFR provides a report to the CASC Commander and ACO within 10 working days after completion of the survey.

7.12.7.5.5.2. The ACO makes comments and endorses the report to the contractor within 5 working days.

7.12.7.5.5.3. The contractor replies to survey observations within 30 days, unless a specific case warrants other action.

7.12.7.5.5.4. Follow up. Establish a follow up system to monitor the contractor's corrective actions. Provide status report as necessary to the ACO and the CASC

commander. When conditions warrant, a follow up survey shall be performed, as determined by the GFR.

7.13. Other GFR Responsibilities.

7.13.1. Noncompliances and Discrepancies. Should the GFR discover noncompliance with approved Procedures, or discover use of unsafe practices, the GFR shall notify the contractor and ACO.

7.13.1.1. Not all noncompliances or discrepancies require formal notifications. Minor issues may be addressed verbally or via email, and often corrected on the spot. However, even minor issues should be documented in the GFR logbook or other database methods for historical and tracking purposes.

7.13.1.2. Noncompliances or discrepancies that require formal notifications. Noncompliances and/or discrepancies that cannot be adequately addressed through informal methods (including serious or systemic issues), must be addressed through more formal methods. Formal written statements shall be included in the Survey Report (when applicable), or through a Corrective Action Request (CAR). See Attachment 13 for a description of the CAR process. During routine surveillance, APTs may initially address such issues orally. Oral notifications shall be followed-up with a formal written statement fully outlining the deficiency.

7.13.1.3. Subcontractor compliance. The U.S. Government only has a direct contractual relationship with prime contractors. Notify the prime contractor when subcontractor noncompliance is observed. GFRs may also notify the subcontractor of the noncompliance.

7.13.2. Coordinate in advance with the ACO to ensure full contractor participation in interviews required by the safety investigators. Some contractor personnel may not wish to participate when a safety investigator needs to interview their personnel. If necessary the GFR should bring the ACO into the discussion to stress to the contractor that failure to cooperate will be viewed as a contract violation IAW [DFARS 252.228-7005, Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles](#).

7.13.3. Review special interest items (i.e., Quality Deficiency Reports, Corrective Action Requests (CARs), Air Traffic Control (ATC) facilities, maintenance facilities) to identify conditions or trends which have potential impact on flight operations or safety.

7.13.4. Participate with Government QA personnel in the review of safety-of-flight related customer complaints (Maintenance Deficiency Report (MDR), etc.). This review shall be of sufficient depth to ensure that both contractor and Government surveillance corrective actions (revisions of procedures, work cards, etc.) resulting from the analysis of these reports are adequate to prevent recurrence of the deficiency.

7.13.5. The GFR along with the Property Administrator (PA) shall review all Loss Damage/Destruction (LDD) incidents involving aircraft under the [GFRC](#) and provide recommendations to the ACO concerning the applicability of the [GFRC](#)'s deductible for each relevant incident.

~~7.13.6. Perform surveillance of the contractor's mishap investigation effort with the assistance of the Contract Safety Manager or a CAS flight safety officer.~~

7.13.7. Maintain records of contractor flight/ground operations. This file shall include, as a minimum:

7.13.7.1. The Procedures,

7.13.7.2. Procedures approval letters (retain for 3 years),

7.13.7.3. Approval of contractor flights and flight profiles (retain 1 year),

7.13.7.4. Current listings of contractor crewmembers,

7.13.7.5. Flight operations/safety evaluation reports, follow up results, and contractor related correspondence (retain 3 years) and,

7.13.7.6. Waivers (as long as they are valid).

7.14. Government Oversight for Non-Standard Contracts Involving PAO.

7.14.1. GFRs may find themselves involved in oversight of contracts involving aircraft that the Government does not own and in cases where the applicability of the GFRC may be non-existent or limited. Regardless of the applicability of the GFRC, non-standard contracts such as lease agreements and (more commonly) contractor-owned (COCO/COGO) Public Aircraft Operations may still expose the government to risk. Even among these broad categories, there will be differences in the level of oversight required based on the aircraft and operations. Chapter 3 gives the GFR the authority to determine if certain sections of the Instruction are not applicable and therefore do not require specific Procedures. These operations may involve very limited requirements for GOPs and FOPs, and GFR/APT oversight may be limited. Since the Government most likely will have limited or no financial liability for a contractor-owned aircraft, the GFR is authorized to accept Procedures that do not address many of the requirements in chapters [4](#), [5](#), and [6](#). The determination of what is required, and what is not, is largely left to the judgment of the GFR, but the discussions in this chapter and the guidance of [Attachment 16](#) provide valuable guidance to be followed.

7.14.2. A one size fits all approach for PAO contract requirements is not practical since the risks differ from contract to contract greatly depending on the aircraft mission to be performed. For example, the risks associated with an aircraft holding a Standard airworthiness certificate as compared to a non-Type Certificated (Experimental airworthiness certificate) aircraft change significantly. Likewise, the operational risks associated with contracting for opposing force (OPFOR) missions flying a supersonic profile differ significantly from a contracted propeller aircraft acting as a low, slow flyer and being vectored around by a surface ship. [Attachment 16](#) provides guidance on a tailored approach that a GFR working with the Service airworthiness authority and his Contracting Officer could leverage this instruction and establish adequate and reasonable risk mitigation and oversight. The goal would be to ensure due diligence without imposing overly burdensome and costly oversight requirements. Lastly, most contractors providing air services to the government in contractor-owned aircraft will not be familiar with this instruction. It is therefore recommended that to the maximum

extent possible, the GFR and contractor leverage FAA process in meeting government requirements.

7.15. Foreign Military Sales.

7.15.1. Foreign Military Sales (FMS) refer to contracts in which the U.S. Government brokers a deal to provide aircraft or services to foreign countries. FMS can involve contracts for aircraft procurement, modification, depot maintenance, flight, training, etc. Even though the aircraft or services ultimately are for foreign countries, APTs performing CAS are still acting as agents of the U.S. Government. For FMS aircraft procurement, title for the aircraft normally stays with the U.S. Government until delivery, further, if the FMS aircraft are flying in the U.S. National Aerospace System (NAS), they are performing PAO. This avoids the problem of determining who can act as crewmembers on the aircraft (contractors and DoD personnel) and who cannot (foreign nationals). It also clears up what instructions and regulations are applicable to the aircraft and aircrews. FMS aircraft are operated under this Instruction and the Service rules of the procuring Service called for under the contract. When FMS contracts involve OCONUS locations, who is authorized to fly the aircraft and which instructions/regulations are applicable depend on what is written in the contract. While the aircraft are still under contract, GFRs should treat the aircraft like any other DoD aircraft under contract.

7.15.2. The operations of FMS aircraft are considered PAO when operating in the NAS, and are “State” aircraft operations OCONUS. PAO or State designations do not change APT responsibilities.

7.15.3. FMS contracts for aircraft will contain the [Ground and Flight Risk Clause \(GFRC\)](#) when the foreign customer has agreed to assume the risk for loss or destruction of, or damages to, aircraft (i.e., to “Hold” the US Government “Harmless” of all cost liability) (See [DFARS 228.370\(b\)\(1\)\(iii\)](#)). The FMS customer’s assumption of risk of loss is documented in the FMS Case Letter of Offer and Acceptance (LOA) Standard Terms and Conditions. For FMS contracts that do not contain GFRC, this Instruction may be included as a contract requirement to provide aircraft operations CAS.

7.16. Direct Commercial Sales. Direct Commercial Sales (DCS) refer to contracts in which a foreign government buys aircraft directly from a U.S. manufacturer without using the DoD procurement process. With only very rare exceptions (NATO procurement), DCS contracts will have no GFR involvement. Consult your legal counsel office if you are assigned to perform CAS on commercial sales contracts.

7.17. Other Atypical Programs. Consult with the appropriate waiver authority for this Instruction when you are assigned to atypical programs not described above, such as Joint Procurement Office (JPO) procurement.

7.18. GFR Authority to Approve Limited Procedures. When writing Procedures, contractors are required to address only those processes that are applicable to the operations conducted under contract. While GFRs cannot waive any requirements of this Instruction, they may determine which processes are not applicable to the contract effort. Items that are not applicable to specific contract/location shall be place marked

as N/A. GFRs should use Table 7.1, Non-Standard Application of the [GFRC](#) and this Instruction, when deciding which processes may not need to be addressed for these special contract situations and use the following guidance:

7.18.1. Chapter 4 – Flight Operations. GFRs should maintain knowledge and oversight of all aircrew and flights under contract. Contractor-owned aircraft flying non-PAO follow civil rules and SHALL NOT be included in the Procedures. Contractor-owned aircraft flying PAO shall follow this Instruction. [Service Guidance](#) (paragraph 1.58) may be defined differently for COCO PAO. While [Service Guidance](#) may serve as good guidance for a COCO PAO contractor, there is no intent for this document to require other Service methodologies for these contracts.

7.18.2. Chapter 5 – Ground Operations. Maintenance procedures for contractor-owned aircraft operating with a civil airworthiness certificate are solely the responsibility of the contractor under the purview of the FAA; no GFR involvement. Approval of GOPs that affect PAO operations, for contractor-owned aircraft operating with an airworthiness certificate granted by the Service to perform PAO, is the responsibility of the GFR. Commercial aircraft may follow commercial maintenance processes, and should so state as part of their GOPs.

7.18.3. Chapter 6 – Safety. GFR approval is required for those Safety Procedures that intersect with PAO, or if not followed, increase risk to Government aircraft.

Table 7.1 – Non-Standard Application of the [GFRC](#) and this Instruction

	GFRC	Chap's 1, 2, & 3	Chap 4, Flight Ops	Chap 5, Ground Ops	Chap 6, Safety
Contractor-owned Aircraft Flying PAO	Normally not included	Applies	Limited	Limited to operations that affect PAO flight safety	Limited, must include mishap investigation requirements
FMS with Hold Harmless clause	Applies	Applies	Applies	Applies	Applies
FMS without Hold Harmless clause	Not allowed.	Applies only if Instruction included on contract	Applies only if Instruction included on contract	Applies only if Instruction included on contract	Applies only if Instruction included on contract

Attachment 1 – Glossary of Acronyms

AAMA	Army Aeromedical Activity
ACBT	Air Combat Training
ACO	Administrative Contracting Officer
ACF	Acceptance Check Flight
ACOM	Army Command
ACT	Aircrew Coordination Training
ACT-E	Aircrew Coordination Training-Enhanced
AD	Airworthiness Directive
AFFARS	Air Force Federal Acquisition Regulation Supplement
AFE	Aircrew Flight Equipment
AFI	Air Force Instruction
AFMC	Air Force Materiel Command
AFRC	Aircraft Flight Risk Clause (Superseded)
AGE	Aerospace Ground Equipment
AGSE	Aircrew Ground Support Equipment
ALSE	Aviation Life Support Equipment
ALSS	Aviation Life Support Systems
AMC	U.S. Army Materiel Command
AMM	Aviation Maintenance Manager
APT	Aviation Program Team
APU	Auxiliary Power Unit
AR	Army Regulation
ARFF	Aircraft Rescue and Fire fighting
ASO	Aviation Safety Officer/Official
<i>ASRS</i>	<i>Aviation Safety Reporting System</i>
ATC	Air Traffic Control
ATM	Aircrew Training Manual
ATP	Aircrew Training Program (Army)
BASH	Bird/Animal Avoidance and Strike Hazard
BFM	Basic Fighter Maneuvers
CAD	Cartridge Activated Device
CAR	Corrective Action Request
CAS	Contract Administration Services
CASC	Contract Administration Services Component
CC	Commander
CFO	Chief, Flight Operations
CFT	Contractor Field Team
CG	Center of Gravity
CMDR	Commander
CMO	Contract Management Office
CO	Contracting Officer
COA	Certificate of Waiver or Authorization
COMNAVAIRSYSCOM	Commander, Naval Air Systems Command
<i>CMA</i>	<i>Controlled Movement Area</i>
CRM	Crew/Cockpit Resource Management

CRADA	Cooperative Research and Development Agreement
<i>CRC</i>	<i>Army Combat Readiness/Safety Center</i>
CRM	Crew Resource Management
CRO	Contractor's Requesting Official
CSS	Contractor Safety Specialist
CSSO	Cognizant Service Safety Office
CTK	Composite Tool Kits
<i>DA</i>	<i>Department of the Army</i>
<i>DA PAM</i>	<i>Department of the Army Pamphlet</i>
DEA	Drug Enforcement Agency
DES	Directorate for Evaluation and Standardization (Army)
DFARS	Defense Federal Acquisition Regulation Supplement
DCMA	Defense Contract Management Agency
DCMAI	DCMA International Division
DCMAS	DCMA Special Programs Division
DCMA INST	Defense Contract Management Agency Instruction
DHA	Department of Homeland Security
DLAI	Defense Logistics Agency Instruction
DoD	Department of Defense
DOT	Department of Transportation
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FCC	Federal Communications Commission
FCF	Functional Check Flight
FCIF	Flight Crew Information File
FDME	Flying Duty Medical Examination
FDS	Facility Data Sheet
FE	Flight Examiner
FLIP	Flight Information Publications
FMS	Foreign Military Sales
FO	Foreign Object
FOD	Foreign Object Debris or Damage
FOE	Foreign Object Elimination
FOPs	Flight Operations Procedures
GFE	Government-Furnished Equipment
GFP	Government-Furnished Property
GFRC	Ground and Flight Risk Clause
GFR	Government Flight Representative
GGR	Government Ground Representative
GGFR	Ground Government Flight Representative
GOCO	Government Owned, Contractor Operated
GOPs	Ground Operations Procedures
GSE	Ground Support Equipment
GTC	Gas Turbine Compressor
GTV	Ground Test Vehicle
HATR	Hazardous Air Traffic Reports

HAZMAT	Hazardous Material
HCA	Heads of Contracting Activities
HIPAA	Health Insurance Portability and Accountability
<i>HMR</i>	<i>Hazardous Material Report</i>
HQDA	Headquarters, Department of the Army
ICAO	International Civil Aviation Organization
IE	Instrument Flight Examiner (Army)
IFR	Instrument Flight Rules
IG	Inspector General
IMC	Instrument Meteorological Conditions
IP	Instructor Pilot
IQT	Initial Qualification Training
KO	Contracting Officer
LDD	Loss, Damage, Destruction
LEL	Lower Explosive Level
LOA	Letter of Agreement
LOD	Letter of Designation
LOX	Liquid Oxygen
LOPs	Local Operating Procedures
MACA	Mid-Air Collision Avoidance
MAJCOM	Major Command (Air Force)
MDR	Maintenance Deficiency Report
ME	Maintenance Evaluator (Army)
MIL-STD	Military Standard
MOA	Memorandum of Agreement
MRP	Mishap Response Plan
MSL	Mean Sea Level
MTF	Maintenance Test Pilot
MTP	Maintenance Test Pilot (Army)
<i>NAVAIDs</i>	<i>Communication or Navigation Aid</i>
NAVSAFECEN	Naval Safety Center
NAS	National Aerospace Standard
NAS	National <i>Airspace</i> System
NASA	National Aeronautics and Space Administration
<i>NATO</i>	<i>North Atlantic Treaty Organization</i>
NDI	Non Destructive Inspection
NFPA	National Fire Protection Association
<i>NMAC</i>	<i>Near Mid Air Collision</i>
NOTAM	Notice to Airmen
OBOGS	On-Board Oxygen Generating System
OEM	Original Equipment Manufacturer
OG	Operations Group
<i>OHR</i>	<i>Operational Hazard Report</i>
OMMR	Overhaul, Modification, Maintenance, or Repair
OPI	Office of Primary Interest
OPR	Office of Primary Responsibility

OTA	Other Transactions Authority
PA	Property Administrator
PAD	Propellant Activated Device
PAS	Preaward Survey
PARC	Principal Assistant Responsible for Contracting
PCO	Procuring Contracting Officer
PDM	Program Depot Maintenance
PEO	Program Executive Officer
PI	Program Integrator
PM	Program Manager
PMA	Program Manager Aircraft
PMO	Program Management Office
PPE	Personal Protection Equipment
QA	Quality Assurance
QAR	Quality Assurance Representative
<i>RATO</i>	<i>Rocket-Assisted Takeoff</i>
RFID	Radio Frequency Identification
ROA	Remotely Operated Aircraft
RPA	Remotely Piloted Aircraft
RPV	Remotely Piloted Vehicle
SB	Service Bulletin
SCA	Supporting Contract Administration
SCCO	Senior Center Contracting Officer
SCO	Senior Contracting Officer
SHGA	Sustained High G Aircraft
SODA	Statement of Demonstrated Ability
SOFA	Status of Forces Agreement
SP	Standardization Instructor Pilot (Army)
SPO	System Program Office
<i>STANAG</i>	<i>Standardization Agreement</i>
SUAS	Small Unmanned Aircraft System
<i>TCAS RA</i>	<i>Traffic Collision Avoidance System Resolution Advisories</i>
TECH REP	Technical Representative
<i>TFOA</i>	<i>Things Falling Off Aircraft</i>
TCTO	Time Compliance Technical Order
TD	Technical Directive
TDY	Temporary Duty
TMDE	Test, Measurement, and Diagnostic Equipment
TPS	Test Pilot School
UA	Unmanned Aircraft
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
USAAWFC	U.S. Army Aviation Warfighting Center
USACRC	U.S. Army Combat Readiness Center
VFR	Visual Flight Rules
VMC	Visual Meteorological Conditions
<i>WAMHRS</i>	<i>Web-enabled Aviation Mishap and Reporting System</i>

WESS
WX


Webb-Enabled Safety System
Weather

DRAFT

DRAFT

Blank

Attachment 2 – Request for Flight Approval

 REQUEST FOR FLIGHT APPROVAL			
REQUEST DATE _____			
TO: (Activity Approving Flight)		FROM: (Name and Address of Contractor)	
1. PRIME CONTRACT NUMBER or BAILMENT NUMBER (Under Which Aircraft Assigned)			
2. FLIGHT CREW PERSONNEL		3. NON-CREW PERSONNEL	
POSITION	NAME and TITLE of PERSON	POSITION	NAME and TITLE of PERSON
4. AIRCRAFT MISSION, DESIGN, SERIES		5. DATE(S) OF FLIGHT(S)	
6. AIRCRAFT SERIAL NUMBER(S)			
7. FLIGHT DETAILS (Statement concerning flight objectives)			
8. SIGNATURE OF CONTRACTOR REPRESENTATIVE - I CERTIFY that this flight is in accordance with the flight program authorized by the contract and will be conducted in accordance with the approved flight operations Procedures.			
NAME (Last, First, Middle Initial)	PHONE NUMBER / E-MAIL	SIGNATURE	DATE / TIME
9. SIGNATURE OF GOVERNMENT FLIGHT REPRESENTATIVE (MUST BE SIGNED TO BE APPROVED)			
NAME (Last, First, Middle Initial)	PHONE NUMBER / E-MAIL	SIGNATURE	DATE / TIME
POST FLIGHT DETAILS			
10. NUMBER OF FLIGHTS		11. HOURS FLOWN	
12. REMARKS (Enter brief statements as to flight results, trouble encountered during flight, and weather, or other conditions which prevented completion of flight.)			
13. SIGNATURE OF CONTRACTOR REPRESENTATIVE			
NAME (Last, First, Middle Initial)	PHONE NUMBER / E-MAIL	SIGNATURE	DATE / TIME

Attachment 3 – Request For Government Approval For Aircrew Qualifications And Training

REQUEST FOR GOVERNMENT APPROVAL FOR AIRCREW QUALIFICATIONS AND TRAINING				OMB NO. 0704-0347 OMB Approval Expires July 31, 2007	
The public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operation and Reports (0704-0347), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.					
PRIVACY ACT STATEMENT					
AUTHORITY: 10 USC 136, 10 USC 2302; DLAI 8210.1; EO 9397.					
PRINCIPLE PURPOSE(S): Used to monitor and manage individual contract flight and ground personnel records.					
ROUTINE USE(S): Records from this system may be disclosed to the Federal Aviation Administration (FAA) or any of the blanket routine uses published by the Department of Defense (DoD) or the DoD Component maintaining the records.					
DISCLOSURE: Voluntary; however, failure to provide the information could result in disapproval to participate in the program.					
1. FROM (Name and Address of Contractor's Requesting Official)			2. TO (Name and Address of Government Flight Representative)		
3. CREWMEMBER NAME (Last, First, Middle Initial)			4. SSN (Last 4 only)	5. DATE OF BIRTH (YYYYMMDD)	
6. AIRCRAFT	7. CREW POSITION		8. SECURITY CLEARANCE	9. FAA RATING	
10. EDUCATIONAL BACKGROUND					
a. HIGH SCHOOL (1) NAME		(2) LOCATION (Include Zip Code)		(3) DATE COMPLETED (YYYYMM)	
b. COLLEGE(S) OR UNIVERSITY(IES) (1) NAME		(2) LOCATION (Include Zip Code)		(3) DEGREE(S) OBTAINED	
c. FLIGHT SCHOOL (1) NAME		(2) DATE COMPLETED (YYYYMMDD)	d. TEST PILOT SCHOOL (1) NAME		(2) DATE COMPLETED (YYYYMMDD)
e. SPECIAL PROFESSIONAL SCHOOL(S) (List name of school, location, primary subject of study, and date completed) (Use additional sheets if necessary)					
11. HAVE YOU EVER SERVED IN ANY BRANCH OF THE U.S. MILITARY SERVICE? (X one)					
a. BRANCH OF SERVICE		b. SERVICE DATES (YYYYMMDD)		c. LAST LOCATION	
		(1) FROM (2) TO			
d. HIGHEST RANK		e. AERONAUTICAL RATING		f. ARE YOU NOW A MEMBER OF THE RESERVES OR NATIONAL GUARD? (X one)	
				YES (if Yes, specify:)	
		NO		(1) BRANCH OF SERVICE (2) PRESENT RANK	
12. PROVIDE A RESUME OF EXPERIENCE IN THE FLIGHT TEST FIELD. (Include both engineering and aircrew experience by project, type of.. aircraft, and hours flown.)					
<input type="checkbox"/> RESUME ATTACHED. (X if applicable)					
13. FLIGHT CREWMEMBER CERTIFICATION. I certify that I have read and understand all of the contractor's procedures and directives pertinent to the accomplishment of my assigned duty.					
a. TYPED NAME (Last, First, Middle Initial)			b. SIGNATURE		c. DATE SIGNED
14. CONTRACTOR'S REQUESTING OFFICIAL (CRO)					
I have verified the records of the crewmember above and request the he/she be approved for qualification training as a (crew position) _____ for (Strike out all inapplicable) experimental/ engineering/acceptance/production/functional/support flights in _____ type aircraft.					
a. TYPED NAME (Last, First, Middle Initial)			b. SIGNATURE		c. DATE SIGNED
15. GOVERNMENT FLIGHT REPRESENTATIVE (GFR)					
APPROVED		a. TYPED NAME (Last, First, Middle Initial)		b. SIGNATURE	
DISAPPROVED				c. DATE SIGNED	

Attachment 4 – Contractor Crewmember Record

CONTRACTOR CREWMEMBER RECORD							Form Approved OMB No. 0704-88		
PRIVACY ACT STATEMENT									
AUTHORITY:		10 USC 8012.44 USC 3101, and EO 9397, November 1943 (SSN)							
PURPOSE AND USE:		Used to record individual contractor flight crew personnel records and approval to operated Government aircraft. Serves as a record of approval of private contractor personnel who will operate Government Aircraft.							
DISCLOSURE:		Voluntary; however, failure to complete will prevent approval of contractor flight crew members from operating Government aircraft.							
NAME OF CREWMEMBER (<i>First, last, middle initial</i>)					CONTRACTOR REPRESENTATIVE (<i>Name and Address</i>)				
IDENTIFY CREW POSITION <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"><input type="checkbox"/> TEST</div> <div style="text-align: center;"><input type="checkbox"/> SUPPORT</div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"><input type="checkbox"/> FUNCTIONAL</div> <div style="text-align: center;"><input type="checkbox"/> OTHER (<i>Specify</i>)</div> </div>									
MISSION, DESIGN AND SERIES AIRCRAFT OR OTHER REQUIREMENT FOR THIS QUALIFICATION					BASE OR LOCATION WHERE QUALIFICATION ACCOMPLISHED				
<input type="checkbox"/> INITIAL QUALIFICATION <input type="checkbox"/> REQUALIFICATION									
SECTION I FLIGHT EXPERIENCE (<i>Time to nearest hour</i>)									
FLYING TIME ABOVE TYPE								TOTAL FLYING TIME	
JET	HRS.	TURBO PROP	HRS.	RECIPROCATING	HRS.	ROTARY	HRS.		
MISSION DESIGN AND SERIES AIRCRAFT	PERIOD OF TIME	IP	1ST PILOT				COPILOT	AIRCRAFT COMMANDER	OTHER CREW MEMBER (<i>Specify</i>)
			TOTAL	WX	HOOD	NIGHT			
	LAST 12 MOS								
	LAST 4 YRS								
	TOTAL								
	LAST 12 MOS								
	LAST 4 YRS								
	TOTAL								
	LAST 12 MOS								
	LAST 4 YRS								
	TOTAL								
	LAST 12 MOS								
	LAST 4 YRS								
	TOTAL								
	LAST 12 MOS								
	LAST 4 YRS								
	TOTAL								
	LAST 12 MOS								
	LAST 4 YRS								
	TOTAL								
	LAST 12 MOS								
	LAST 4 YRS								
	TOTAL								

SECTION II FLIGHT CHECK <i>(Instructor fill in remarks where applicable)</i>			
1. PREFLIGHT INSPECTION AND FORMS		7. IN-FLIGHT EMERGENCY PROCEDURES	
2. EMERGENCY ESCAPE PROCEDURES		8. PRELANDING CHECK, TRAFFIC PATTERN AND LANDINGS	
3. PRESTART COCKPIT PROCEDURES & ENGINE START		9. POSTFLIGHT INSPECTION	
4. COMMUNICATIONS AND TAXI PROCEDURES		10. ACCOMPLISHMENT OF FORMS AND AIRCRAFT SECURITY	
5. PRETAKEOFF COCKPIT CHECK AND ENGINE RUNUP		11. INSTRUMENT PROFICIENCY CHECK	
6. TAKEOFF AND FLIGHT PROCEDURES		12. OTHER <i>(Specify)</i>	

SECTION III ADDITIONAL REQUIREMENTS <i>(fill in where applicable)</i>				
	CHECKED BY	GRADE	DATE AND PLACE	HOURS
13. PHYSICAL EXAMINATION				
14. PHYSIOLOGICAL/ALTITUDE INDOCTRINATION				
15. PRESSURE SUIT TRAINING				
16. PERFORMANCE DATA				
17. GROUND SCHOOL <i>(By Subject)</i>				
AIRCRAFT GENERAL				
AIRCRAFT PREFLIGHT				
ENGINE SYSTEM				
OXYGEN SYSTEM				
AIR CONDITIONING				
PRESSURIZATION				
FUEL SYSTEM				
INSTRUMENT SYSTEM				
ELECTRICAL SYSTEM				
HYDRAULIC POWER SYSTEM				
UTILITY SYSTEM				
FLIGHT CONTROL SYSTEM				
AUTO PILOT SYSTEM				
ROTARY SYSTEM				
18. COMMUNICATIONS AND NAVIGATION				
19. AIRCRAFT EMERGENCY PROCEDURES				
20. OTHER REQUIREMENTS AS STATED IN APPROVED CONTRACTOR OPERATING PROCEDURES				
21. Have you ever had an accident <i>(as defined by FAR or military procedures)</i> or physiological reaction <i>(e.g., hypoxia, decompression sickness, hyperventilation, spatial disorientation)</i> as a pilot, or other crewmember? _____ If yes, explain.				
22. Have you ever been charged with a flying violation, removed from crewmember status by a GFR for cause, or removed from military flight orders for cause? If so, state the circumstances.				
23. Remarks. <i>(For additional space use blank sheet.)</i>				

CERTIFICATION OF QUALIFICATION			
This is to certify that _____ <small>(Name and Crew Position)</small>			
Has satisfactorily completed the training or special qualification indicated hereon:			
YEAR	TRAINING OR SPECIAL QUALIFICATIONS	DATE COMPLETED	CERTIFYING OFFICIAL
	GROUND PHASE		
	WRITTEN EXAMINATION		
	EMERGENCY PROCEDURES		
	EGRESS TRAINING		
	PHYSIOLOGICAL TRAINING		
	OTHER <i>(Specify)</i> ¹		
	FLIGHT PHASE		
	PROFICIENCY		
	INSTRUMENT		
	OTHER <i>(Specify)</i> ¹		
	GROUND PHASE		
	WRITTEN EXAMINATION		
	EMERGENCY PROCEDURES		
	EGRESS TRAINING		
	PHYSIOLOGICAL TRAINING		
	OTHER <i>(Specify)</i> ¹		
	FLIGHT PHASE		
	PROFICIENCY		
	INSTRUMENT		
	OTHER <i>(Specify)</i> ¹		
¹ Formation, Refueling, Night or special maneuver requirements.			
SECTION IV - CERTIFICATIONS			
I certify that I have read and understand all pertinent technical orders, handbooks, contractor's operating Procedures, and pilot's operating instructions pertaining to the above aircraft.			
DATE	SIGNATURE OF _____		
The above crewmember has/has not demonstrated proficiency in, and has/has not a satisfactory knowledge of _____ mission/design/series aircraft and has/has not completed the flight requirements for the type of flight check indicated above, and is/is not fully qualified in this type aircraft.			
This checkout consisted of _____ hours dual, _____ hours solo, _____ landings from right <i>(or rear)</i> seat, and _____ landings from left <i>(or front)</i> seat.			
DATE	BASE OR HOME STATION OF INSTRUCTOR	TYPED OR PRINTED NAME OF INSTRUCTOR	
		SIGNATURE OF INSTRUCTOR	

Attachment 5 – Request For Approval Of Contractor Crewmember

REQUEST FOR APPROVAL OF CONTRACTOR CREWMEMBER		OMB NO. 0704-0347 OMB Approval Expires Jul 31, 2007					
The public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operation and Reports (0704-0347), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.							
1. FROM (<i>Name and Address of Contractor's Requesting Official</i>)		2. TO (<i>Name and Address of Government Flight Representative</i>)					
3. CONTRACTOR'S REQUESTING OFFICIAL (CRO). I have verified the records of (<i>Crewmember's name</i>) _____ and request that he/she be approved As a (<i>crew position</i>) _____ for (<i>Strike out all inapplicable</i>) experimental/engineering/acceptance/production/ functional/support flights in _____ type aircraft.							
a. TYPED NAME (<i>Last, First, Middle Initial</i>)	b. SIGNATURE		c. DATE SIGNED				
4. INSTRUCTOR PILOT/FLIGHT EXAMINER (IP/FE) I certify that the crewmember above has satisfactorily flown a proficiency flight check on (<i>Date</i>) _____							
a. TYPED NAME (<i>Last, First, Middle Initial</i>)	b. SIGNATURE		c. DATE SIGNED				
5. GOVERNMENT FLIGHT REPRESENTATIVE (GFR)							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">APPROVED</td> <td style="width: 50%; padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">DISAPPROVED</td> <td style="padding: 2px;"></td> </tr> </table>	APPROVED		DISAPPROVED		a. TYPED NAME (<i>Last, First, Middle Initial</i>)		b. SIGNATURE
APPROVED							
DISAPPROVED							
		c. DATE SIGNED					

DD FORM 2628, APR 2006

PREVIOUS EDITION IS OBSOLETE

Attachment 6 – GFR/GGFR Appointment Letter Sample Format

[LETTERHEAD]

[Date]

MEMORANDUM FOR WHOM IT MAY CONCERN

FROM: [Position Title] (See Chapter 1, Definitions, Paragraph 1.8. for appropriate Approving Authority)

Pursuant to the Combined Instruction, [DCMA INST 8210.1C, AFI 10-220_IP, AR 95-20, NAVAIRINST 3710.1G, COMDTINST M13020.3A], Contractor's Flight and Ground Operations, [name/rank] is hereby designated [Alternate or Ground, if appropriate] Government Flight Representative (GFR) for [contractor name and location, or specific contract number]. The authority to perform the Contract Administration Services (CAS) function listed in [FAR subpart 42.302\(a\)\(56\)](#) *maintain surveillance of flight operations*, is granted to [name/rank] as an individual, and is not to be re-delegated. It is effective only so long as [name/rank] remains in [his/her] present assignment, unless sooner terminated.

[Approving Authorities may limit the authority granted to GFRs/GGFRs. Use the following Paragraph for authorizing individuals to perform all GFR responsibilities under this Instruction]:

[Name/rank] is delegated full authority to approve contractor crewmembers, flights, and Procedures for aircraft flight and ground operations under [his/her] jurisdiction.

[Use this Paragraph for assigning qualified Ground GFRs]:

[Name/rank] is delegated authority to approve contractor aircraft ground operations Procedures under [his/her] jurisdiction.

Direct any questions concerning this letter to this office, DSN 123-4567, (888) 123-4567.

[Approving Authority]

Attachment 6.1 – Applications for GFR/GGFR Appointments

6.1.1. ARMY

6.1.1.1. Send a copy of your DCMA GFR Course completion certificate and Section A of your contract, to *Ted Brodzinski, (256) 450-7021, theodore.b.brodzinski.civ@mail.mil*.

6.1.1.2. Army – Heads of Contracting Activity (HCAs) or Principal Assistant Responsible for Contracting (PARC). The authority may be delegated within the contracting activity no lower than the Procuring Contracting Officer (PCO). No delegations are authorized external to the contracting activity.

6.1.2. NAVY

6.1.2.1. Send a copy of your DCMA GFR Course completion certificate and Section A of your contract, to *NAVAIR_AviationSafety@navy.mil*, or contact (301) 342-7233. Exceptions:

6.1.2.1.1. For service appointed GFRs within NAVAIR, Wing Commanders are authorized as the appointing authority for designation of GFRs assigned to NAVAIR administered contracts supporting units under their operational chain of command. Contact the Wing GFR. NTWL – (301) 342-8374. NTWP – (760) 939-7720.

6.1.2.1.2. For CNATRA administered contracts, contact your CNATRA command GFR at N33, (361) 961-2352/3325 (DSN 861).

6.1.2.2. Navy – Commander, Naval Air Systems Command (COMNAVAIRSYSCOM). Delegated to other Controlling Custodian Commanders who administer FAR subpart 42.302 responsibilities for organizational level support and training contracts.

6.1.3. AIR FORCE

6.1.3.1. GFR/GGFR Appointment Letters are created by the appropriate HCA as listed below. Provide your full name and rank and a copy of GFR/GGFR Course Completion certificate. The completed appointment letter is required prior to performing GFR/GGFR duties. Forward a copy of the completed appointment letter to AFMC/A3V Workflow. In order to accurately capture the scope of contractor operations across the Air Force, all GFRs assigned to Air Force contracts will submit annually, in January, a GFR Data Sheet to HQ AFMC/A3V. See AFMC Supplement to AFI 10-220_IP (see DCMA INST 8210.1, [Attachment 6](#), *GFR/GGFR Appointment Letter Sample Format*, for details and format)

6.1.3.2. The Deputy Assistant Secretary (Contracting) DAS(C) and Associate Deputy Assistant Secretary (Contracting) (ADAS)(C) are the HCA for the Air Force. All non-delegable HCA responsibilities may only be exercised by the DAS(C) and ADAS(C).

The DAS(C) makes the following delegations for all delegable HCA responsibilities to: The MAJCOM/DRU and AFISRA Senior Contracting Officer (SCO) and to the Senior Center Contracting Officer (SCCO) at Space and Missile Systems Center (SMC), Air Force Life Cycle Management Center (AFLCMC), Air Force Sustainment Center (AFSC), Air Force Test Center (AFTC), and Air Force Research Laboratory (AFRL), without further authority to redelegate any HCA responsibilities unless specifically stated otherwise in the AFFARS. The SCO at HQ AFMC may redelegate HCA responsibilities to SCCOs without further authority to redelegate unless specifically authorized otherwise in the AFFARS.

6.1.3.3. DAS(C) is the HCA for Air Force component commands tasked to support a "supported commander" during JCS declared contingency operations or exercises.

6.1.4. US Coast Guard – Contact ALC SEHO at (252) 334-5478 for process direction.

6.1.5. DCMA

6.1.5.1. GFR/GGFR Appointment Letters are created by the CMO staffs. Provide your full name and rank, and copies of your GFR/GGFR Course Completion certificate and OJT completion checklist (AOI observation not required prior to performing GFR/GGFR duties). Alternately, send you requests along with the above information as follows: for Operations Directorate – Ms. Vickie Quinn, vickie.quinn@dcma.mil; for DCMA International – Mr. Anthony Satterfield, anthony.satterfield@dcma.mil; for Special Programs – Mr. Johnny Husak, john.r.husak@dcma.mil.

6.1.5.2. DCMA – Director, DCMA; Operations Directorate, Chief Operating Officer (COO); Director, DCMA International (DCMAI); Director, DCMA Special Programs (DCMAS); Commanders, Defense Contract Management Agency Contract Management Offices (CMOs); (May not be re-delegated).

Attachment 7 – Sample Supporting Contract Administration Delegation Format

[LETTERHEAD]

[Date]

MEMORANDUM FOR [Supporting CASC* Commander]

FROM: [Supported CASC Commander]

SUBJECT: Supporting Contract Administration (SCA) Request

Request that your command provide supporting contract administration for [contract number/or program] per [FAR subpart 42.302](#)(a): [These are the more common areas delegated WRT aircraft operations. CASCs should add or delete those items from [FAR subpart 42.302](#) as necessary.]

(27) *Perform property administration* [requires appointment of a property administrator to oversee Government property not considered aircraft.]

(38) *Ensure contractor compliance with contractual quality assurance requirements* [Requires appointment of a Quality Assurance Representative (QAR), Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR). If the contract aircraft require functional or acceptance check flights include this CAS function. If delegated it may be limited to flight or ground operations only.]

(39) *Ensure contractor compliance with contractual safety requirements* [Refers to industrial safety CAS. Useful if contractor has ammunition/explosives, HAZMAT, paint, or aircraft servicing operations.]

(56) *Maintain surveillance of flight operations* [Requires appointment of Primary/ Alternate Government Flight Representative(s) (GFR(s)), to monitor contractor flight and/or ground operations. GFR functions may be split between GFRs located at the supported site and supporting site. When splitting duties, describe in this paragraph which functions are being shared between GFRs (e.g., flight approvals or approval of Procedures).]

We ask that acceptance of this SCA request be in writing and include your GFR's/GGFR's name(s) and contact information. Personnel selected to act as the GFR, Alternate GFR, or GGFR must attend the DCMA administered/certified GFR/GGR Training Course and be appointed by the appropriate Approving Authority listed in the Combined Instruction, Contractors Flight and Ground Operations, Attachment 6.1, *Applications for GFR/GGFR Appointments*, prior to performing [FAR subpart 42.302\(a\)\(56\)](#) contract administration duties.

[Supported CASC Commander's Signature Block]

*Note: To properly re-delegate [FAR subpart 42.302](#) CAS functions to Base, Post, Camp or Station locations, the supporting commanders should be Contract Administration Services Component (CASC) commanders. If the supporting unit commander is not a CASC commander *see [DFARS 242.202 paragraph \(e\)\(1\)\(A\)](#):*

In special circumstances, a contract administration office may request support from a component not listed in the Federal Directory of Contract Administration Services Components (available via the Internet at <https://pubapp.dcm.mil/CASD/main.jsp>). An example is a situation where the contractor's work site is on a military base and a base organization is asked to provide support. Before formally sending the request, coordinate with the office concerned to ensure that resources are available for, and capable of, providing the support.

Attachment 7.1 – Sample GFR/GGFR Cross Organizational LOA

[LETTERHEAD]

[Date]

Letter of Agreement (LOA) between [Owning CASC organization] and Commanding Officer, [organization where aircraft are located]

Subject: Assignment of [Unit] Government Flight Representative (GFR)

References: (a) Contract [number]
(b) Federal Acquisition Regulation (FAR) subpart 42.203(a)(56)
(c) Defense Federal Acquisition Regulation Supplement (DFARS)
(d) DCMA Instruction 8210.1C (AFI 10-220_IP, AR 95-20, NAVAIRINST 3710.1G, COMDTINST M13020.3A), Contractor Flight and Ground Operations

Scope. This agreement applies only to Government Flight Representative (GFR) responsibilities in support of [type aircraft] flight and ground operations conducted under the cognizance of reference (a).

Background. The Defense Contract Management Agency (DCMA) is a joint Department of Defense agency chartered to providing Contract Administration Services (CAS) at contractor facilities. DCMA [command] has contract administration responsibilities for reference (a) which requires the contractor to perform services on [base name]. In accordance with reference (b), (c), and (d) requirements, a Service [GFR/GGFR] is required to oversee the contractor's operations that occur on base.

Communication and Coordination.

a. [Service unit] shall provide DCMA [unit] a properly qualified and trained [GFR/GGFR] in accordance with the criteria given in reference (d) to perform on base [GFR/GGFR] duties in support of reference (a). The [GFR/GGFR] shall report to DCMA [unit] while performing [GFR/GGFR] duties, but shall belong to [Service unit] administratively, and for all other duties.

b. DCMA [unit] shall provide assistance in the interpretation of contract requirements as needed by the GFR. Any waivers to the reference (a) or (d) requirements shall be submitted through the DCMA chain of command in accordance with reference (d).

Administration. Custody of the aircraft shall remain with the Service. Any flight or ground mishap investigations will be the responsibility of the Service. DCMA will provide contract information or other technical expertise during the course of the investigation if needed. The GFR shall notify the ACO of any damage to the aircraft during the term of the contract.

Review Process. This LOA shall be reviewed and updated as required or whenever there is a change in contract requirements. The LOA shall expire on completion of all contracted work, or upon notification by either party.

Nomination. The [Service command] hereby appoints [individual's rank, name] to be the [GFR/GGFR] for reference (a) under the terms of this LOA.

Appointment. Upon confirming the qualifications of the [unit GFR/GGFR], [DCMA CMO commander] shall formally delegate GFR responsibility per reference (d).

[DCMA CMO commander]

Commanding Officer, [Service unit]

Attachment 8 – Sample Survey Report Format

UNIT LETTERHEAD

[Date]

EXECUTIVE SUMMARY [Example Annual Survey Report. NOTE: The Executive Summary should be attached to a cover letter routing the report through GFR's commander, ACO, and contractor.]

INTRODUCTION

The Flight Operations Survey of [contractor] was accomplished [date]. The contractor was evaluated according to the contract, the Combined Instruction and applicable Service *Guidance* and industry standards. The Survey Team consisted of:

GFR/GGFR	[Name, Rank]
GGR	[Name, Rank]
CSS	[Name]
QA	[Name, Rank]
Other	[Name, Rank]

The Survey Team in conjunction with [USN/USA/USAF] customer representatives from [Service unit] evaluated the contractor's mitigation of risk in each of four functional areas of aircraft operations at [contractor]. The goal is to improve the safety and security for all personnel involved, and to better protect and conserve government resources.

The Survey Team in conjunction with [USN/USA/USAF] customer representatives from [Service unit] evaluated the contractor's ~~mitigation of risk~~ *compliance with the Combined Instruction (DCMA INST 8210.1) and contractual requirements* in each of four functional areas of aircraft operations at [contractor]. The goal is to improve the safety and security for all personnel involved, and to better protect and conserve government resources.

PURPOSE

This report fulfills the requirements of DCMA INST 8210.1C, NAVAIRINST 3710.1G, AR 95-20, AFI 10-220_IP, COMDTINST M13020.3A, for conducting an Annual Flight Operations Survey of contractor operations where the Government, by contract, assumes some or all of the risk of loss through the Ground & Flight Risk Clause ([GFRC](#)) (DFARS 252.228-7001). This report includes the Executive Summary narrating the teams' observations, Observations requiring corrective actions, and a Facility Data Sheet.

This report is to be treated as sensitive information and not be shared with other contractors. The information herein is to be considered "For Official Use Only" and is

not to be distributed outside [contractor], owning program offices, or CAS channels. Additionally, there is no provision to use this information for contract sourcing.

CONTRACTOR OVERVIEW

[Include paragraph describing scope of contract work]

OVERALL ASSESSMENT

[In two or three paragraphs, summarize the overall health of the contractor's operations. Highlight any significant observations, good or bad.]

DETAILED ASSESSMENT

Contractor's Procedures. [Describe the observations that contributed to the overall assessment of the Procedures using as many paragraphs as necessary. GFRs may discuss contractual, non-contractual, and positive feedback to the contractor in this section. Any observation requiring corrective actions by the contractor should be listed in the *Required Corrective Actions* attachment.]

[Repeat report format for:]

Flight Operations:

Ground Operations:

Safety:

CONCLUSIONS

[Summarize the entire report. Your audience is the ACO (or lead), the program office, and finally the contractor. Route the report through the ACO to the contractor. Copy the program office. If corrective actions are directed, include the final disposition of the report and contractor's response in your file copy.]

//signed//

NAME, Rank, Service
Government Flight Representative

Attachments

1. Observations Requiring Corrective Actions [if any]
2. Facility Data Sheet

OBSERVATIONS REQUIRING CORRECTIVE ACTIONS

[NOTE: ACO should forward the entire Survey report to the contractor. However, they shall stress that only this section requires actions by the contractor.]

Observation 1: [Describe deficiency. All observations requiring corrective actions MUST BE of a contractual nature. *Observations should provide sufficient information for resolving the deficiency, however, GFRs should never direct specific solutions to the deficiencies identified in the Contractor's Procedures. To do so would lessen the contractor's ownership of their Procedures.* Deficiencies outside the scope of the contract should be addressed through a DD Form 1716, *Contract Data Package Recommendation/Deficiency Report*, for resolution. Attempting to correct a contract deficiency through an Annual Survey Report could be construed as creating a constructive change and should be avoided at all costs. Example: Observation 1: No scheduled inspection process exists for work-stands used around contract aircraft. Several work-stands were leaking hydraulic fluid. Padding on three separate work-stands was worn/ripped to such an extent it would not protect an aircraft if the work-stand bumped up against it.] Reference: [State specific Instruction/Regulation/FAR/DFARS/contractual wording *that with which* the contractor is not in compliance *with*. For example: Reference: AR-95-20, Paragraph 5.6.]

~~Recommendation 1: [Every observation requiring corrective actions should include a recommended resolution. Recommendations should provide sufficient information for resolving the deficiency, however, GFRs should never direct specific changes to the Contractor's Procedures. To do so would lessen the contractor's ownership of their Procedures. Example: Develop procedures for inspecting all work-stands prior to use and on a recurring basis. Procedures should describe when a work-stand should be removed from service until repairs are made. Provide initial and recurring training to all employees who use aircraft work-stands detailing the new procedures. Include new processes in the Procedures in the Powered and non-powered aerospace ground equipment (AGE) operations section.]~~

Observation 2: [Repeat format as necessary.]

~~Recommendation 2: [Repeat format as necessary.]~~

Attachment 9 – Sample Facility Data Sheet Format

(Excel Version)

[Contractor's name and address]

Government Personnel _____ Office _____ Commercial # _____ DSN _____ Email _____

CMDR

GFO

GFR

A/GFR

GGR

CSS

PROPERTY

QA

ASO/FSO

Contractor Personnel _____ Position _____ Commercial# _____ Beeper _____ FAX / Email _____

Contractor Crewmembers Aircraft: Pilot: Nav: FE: CC: Boom: Other:

_____ Aircraft: Pilot: Nav: FE: CC: Boom: Other:

_____ Aircraft: Pilot: Nav: FE: CC: Boom: Other:

Government Crewmembers Aircraft: Pilot: Nav: FE: CC: Boom: Other:

_____ Aircraft: Pilot: Nav: FE: CC: Boom: Other:

_____ Aircraft: Pilot: Nav: FE: CC: Boom: Other:

Clause & Requirement Reference Matrix

Contract Number: _____ xxxx _____ xxxx _____ xxxx _____ xxxx

Ground and Flight Risk, DFARS 252.228-7001

Aircraft Flight Risk, DFARS 252.228-7002

Accident Reporting, DFARS 252.228-7005

Contractor Flight Ops, [DCMA INST 8210.1]

Tool/FOD Control [NAS 412]

Aircraft Rescue and Fire Fighting [NAS 3306]

Program Support Team _____ Office _____ Commercial # _____ DSN _____ FAX/Email _____

PCO

ACO

PM

PI

CSSO

Contract Number: _____ Aircraft Type: _____

Contract Description _____ Number Per Year: _____

Program Support Team _____ Office _____ Commercial # _____ DSN _____ FAX/Email _____

PCO

ACO

PM

PI

CSSO

Contract Number: _____ Aircraft Type: _____

Contract Description _____ Number Per Year: _____

Attachment 10 – Required Procedures Outline

When writing Procedures, contractors shall include all items from this attachment, item by item, as applicable. Items that are not applicable to specific contract/location shall be place marked as N/A. Paragraphs from this Instruction not listed or referenced below are either directive in nature or provide clarifying information for the contractors and GFRs, and therefore need not be addressed in the written Procedures. All items subordinate to the referenced paragraphs/sub-paragraphs in the Outline must be addressed since they support the referenced paragraphs. Refer to Chapter 3 for further guidance on writing Procedures. The paragraph titles listed below may not match exactly the text in this Instruction and are included only as a convenient reference to the paragraphs' purpose. *For each paragraph listed address all sub-paragraphs as well except as noted below.*

Chapter 1: DEFINITIONS.

Contractors need not address the Definitions Chapter in their Procedures. Including them as a ready reference or adding organizational specific definitions is acceptable. However, if included in the Procedures, the definitions from this Instruction shall not be modified and GFR approval of the Procedures does not extend to any definitions so included.

Chapter 2: WAIVERS

Contractors need not address the waivers chapter in their Procedures. Including waiver procedures as a ready reference or adding organizational specific processes is acceptable. However, if included, the GFR approval of the Procedures does not extend to waiver processes so included. *Though not required to do so*, contractors and GFRs should always use the waiver process in the most recent version of this Instruction. *Failure to do so could result in delays in waiver processing and possible rejection of the waiver request.* The waiver admin process is not directive in nature. It merely defines the current process with the most current contact information.

Chapter 3: PROCEDURES

This chapter provides overarching guidance and requirements for the development of Procedures and need not be addressed in the Procedures except as noted below.

3.6. Subcontractors.

3.8.2. Procedures POC.

3.17. Access to Contractor's Facilities

Chapter 4: Flight Operations

4.1. Flight Management. ~~Address all sub-paragraphs except as noted below.~~

4.1.1. General Flight Rules. A simple statement listing which [Service Guidance](#) aircrews shall follow is sufficient.

4.1.12. Aircrew Duty and Rest Limitations. Contractors need not address these paragraphs. Including these procedures as a ready reference or making them more restrictive is acceptable.

4.2. Crewmember/Non-Crewmember Approval. Address only the following subparagraphs in the Procedures.

4.2.1. Requesting Officials (or Contractor's Requesting Official (CRO)).

4.2.7. Removal From Crewmember Status.

4.3. Crewmember Qualification Requirements. Contractors need not address these paragraphs. Including these procedures as a ready reference or making them more restrictive is acceptable.

4.4. General Procedures.

4.5. Crewmember Training Requirements.

4.6. Crewmember Ground Training Requirements.

4.7. Crewmember Evaluations.

4.8. Forms and Records.

Chapter 5: Ground Operations

5.2. Training, Qualification and Certification. ~~Address all paragraphs and subparagraphs.~~

5.3. FOD and Tool Control.

5.4. Aircraft Engine/APU/GTC Operation (Ground Personnel).

5.5. Medical (Physical) Requirements for Ground Personnel. Although this is a contractual requirement, contractors need not address their process for accomplishing these tasks in their Procedures.

5.6. Aircraft Ground Support Equipment (AGSE).

5.7. Airfield and Facility Vehicle Operation.

5.8. Aircraft servicing.

5.9. Aircraft Ground Handling.

5.10. AFE/ALSE/ALSS.

5.11. Egress System/Component Maintenance and Storage.

5.12. Aircraft/Equipment Hydraulic Fluid Analysis Program.

5.13. Oil Analysis Program.

5.14. Test, Measurement, and Diagnostic Equipment (TMDE).

5.15. Weight and Balance.

5.16. Tire and Wheel.

5.17. Welding and Brazing.

5.18. Security of Aircraft / Prevention of Unauthorized Access or Operation of Government Aircraft.

5.19. Technical Orders/Maintenance Manuals

- 5.20. Aircraft Records Management.
- 5.21. Safe-for-Flight Release.
- 5.22. Battery Handling, Recharge and Storage.
- 5.23. Corrosion Control.
- 5.24. Aircraft Weapons, Munitions, and Cartridge Activated Devices.
- 5.25. Lasers.
- 5.26. Severe Weather.
- 5.27. Fuel System Maintenance.
- 5.28. Hangaring of Aircraft.
- 5.29. Storage and Handling of Hazardous Materials (HAZMAT).
- 5.30. Gases (Inert and Flammable).
- 5.31. Application of External Electrical and Hydraulic Power.*
- 5.32. Operation of Landing Gear, Powered Doors, and Flight Control Surfaces.*

Chapter 6: SAFETY

- 6.1. Mishap Prevention Program.
- 6.2. Risk Management.*
- 6.3. Hazard Identification and Elimination Procedures.*
- 6.4. Aviation Safety Council.*
- 6.5. Flight Safety Meetings.*
- 6.6. Safety Audits.*
- 6.7. Bird/Animal Avoidance and Strike Hazard (BASH) Program.*
- 6.8. Mid-Air Collision Avoidance (MACA) Program.*
- 6.9. Safety Publications.*
- 6.10. Aircraft Damage Reporting Procedures.*
- 6.11. Aircraft Mishap Reporting Procedures.*
- 6.12. Privileged Data.*
- 6.13. Mishap Response Plan (MRP)(or Premishap Plan).*
- 6.14. ~~6.2.~~ Aircraft Rescue and Fire Fighting (ARFF) Procedures.*
- 6.15. Aircraft Facilities. ~~6.3. Protection of Aircraft on the Ground.~~*
- 6.16. Contractor Evaluation of ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground. ~~6.4. Aircraft Hangars.~~*
- 6.17. OCONUS ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground*

Chapter 7 Government Flight Representatives

Contractors shall not include Chapter 7 responsibilities in the Procedures.

Attachments

Contractors need not include Attachments from this Instruction in the Procedures. Including the attachments as a ready reference is acceptable, *and though not required, contractors may find the following Attachments particularly useful as references depending on the scope of their contract:*

<i>Attachment 12</i>	<i>Ground Operations Training Matrix</i>
<i>Attachment 15</i>	<i>U.S. Armed Forces PAO Decision Tool</i>
<i>Attachment 16</i>	<i>Procedures Matrix for Contractor-owned Aircraft PAO Contracts</i>
<i>Attachment 17</i>	<i>DoD Accident Classification and CSSO List</i>

Attachment 11 – Procedures Review Checklist Guide

This review guide is for information only and does not require contractor or GFR actions. This guide is recommended to be used for the conduct of all Procedures Review.

Purpose: The Procedures Review Guide provides a standardized format for conducting a comprehensive review of Procedures. The guide will assist the user in the review of all requirements stated in Chapter 3 of the combined Instruction. When completed, the Procedures Review Guide will provide the user with a graphic display of deficient areas of the Procedures. The guide will clearly identify specific areas of the Procedures which meet all requirements and are approved, as well as, specific requirements of the Procedures needing enhancement. Use and completion of this guide will eliminate extensive write-ups identifying deficiencies. Procedures Review Guides, when completed by the GFR, shall be provided to the contractor for corrective actions. The Procedures Review Guide is formatted to comply with Attachment 10 of the combined Instruction (with minor changes). Excel copies of the Procedures Review Guide may be found at:

[http://www.dcmamilitary.com/policy/8210-1C/Procedures Review Guide 8210.1C Change 1.xlsx](http://www.dcmamilitary.com/policy/8210-1C/Procedures%20Review%20Guide%208210.1C%20Change%201.xlsx)

TOOLS: 1) 8210.1C, *Change 1*, version of the Combined Instruction and,
2) Current copy of the applicable SOW or PWS for the contract.

RECOMMENDED CHANGES: This Guide has been created by U.S. Army Materiel Command, ~~AMCOL-CA~~ ~~AMCOP-CA~~. Please send comments and recommendations for changes to:

Commander,
U.S. Army Materiel Command
Attn: ~~AMCOL-CA~~ ~~AMCOP-CA~~
4400 Martin Road
Redstone Arsenal, AL 35898-5000

General Information

Date of Review: _____

Date of Applicable Combined Instruction: _____

Contractor: _____ Contract Number: _____

Date of Procedures: _____

Reason for Review:

a) Annual Review by Contractor: _____(Y/N)

Name: _____

Position: _____

Phone: _____

eMail: _____

b) Annual Review by GFR: _____(Y/N)

Name: _____

Position: _____

Phone: _____

eMail: _____

c) Change of GFR: _____(Y/N) Date GFR was Assigned: _____

d) Survey: _____(Y/N)

Completed by:

Name: _____

Position: _____

Phone: _____

eMail: _____

General Information (Continued)

1. Are these core procedures?

Yes: _____ No: _____

2. If core procedures, do they include Local Operating Procedures (LOPs)?

Yes: _____ No: _____

3. Are the Procedures separate and distinct from industrial or quality procedures?

Yes: _____ No: _____

4. Does the contractor provide specific guidance describing activities and requirement of the Combined Instruction pertaining to safety, and flight and ground operations applicable to all aircraft for each specific contractor operation and location?

Yes: _____ No: _____

Legend

N/A = Not Applicable

D = Describes in detail how the contractor ensures that individuals perform only duties they are qualified and authorized to perform.

I = Identify office/title of individual responsible

S = Adequately explain all aspects of a given operation / steps taken to accomplish activities

V = Verification procedures / process

T = Training requirements

R = Records / documentation required

A = Approved

Spreadsheets available at:

http://www.dcmamilitary.com/policy/8210-1C/Procedures_Review_Guide_8210.1C_Change_1.xlsx

Attachment 12 – Ground Operations Training Matrix

Contractors shall align their training program with the following requirements:

GOP	Initial Training Trained	Qual	Cert	Practical Exam*	Written Exam*	Recurring Requirement Training
FOD and Tool Control	X	X				X
Aircraft/Engine/APU	X	X	X	X	X	X
Ground Support Equipment (powered)	X	X		X		X
Ground Support Equipment (non-powered)	X	X				
Flight Line/Facility Vehicle Operations	X	X				
Aircraft Servicing	X	X		X		
Tow Supervisor	X	X	X		X	X
Tow Brake Rider	X	X		X		
Tow Vehicle Operator	X	X	X	X	X	
Tow Wing/Tail walkers	X	X				
Jacking Supervisor	X	X	X	X	X	X
Jack Team Member	X	X				
Jack Manifold Operator	X	X		X		X
Marshalling	X	X		X	X	
Mooring and Tie Down	X	X				
Aircrew Life Support Equipment	X	X	X	X		X
Egress System Maintenance	X	X	X	X		X
Egress Systems Familiarization	X	X				X
Hydraulic Fluid Analysis	X	X	Note 1	Note 1	Note 1	
Engine/Equip Oil Analysis	X	X	Note 1	Note 1	Note 1	
TMDE (Calibration Lab)	X	X		X		
Weight and Balance	X	X	X	X		

GOP	Initial Training Trained	Qual	Cert	Practical Exam*	Written Exam*	Recurring Requirement Training
Tire and Wheel (Storage and Handling)	X	X				
Welding/Brazing	X	X	X	X	X	X
Security of Aircraft	X	X				
Technical Orders and Manuals	X	X	<i>Note 2</i>			
Aircraft Records Management	X	X				
Safe-for-Flight Release	X	X	X	X		
Battery	X	X				
Corrosion Control	X	X				
Weapons, Munitions and CADs	X	X	X	X	X	X
Lasers	X	X				
Severe Weather	X	X				
Fuel System Maintenance	X	X				
Aircraft Hangering	X	X				
HAZMAT (Storage and Handling)	X	X				
Gases (Inert and Flammable)	X	X				
<i>Application of External Electrical and Hydraulic Power</i>	<i>X</i>	<i>X</i>		<i>X</i>		
<i>Landing gear, powered doors, and flight control surface operation</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>		

Note 1: Applies to Lab Technicians Only

Note 2: Applies to Technical Distribution Account Custodian/Librarian

**These columns are recommended only, except where required by contract or chapter 5 (e.g., engine run qualifications)*

Attachment 13 – Corrective Action Requests

13.1 CARs are *a common* method used to *formally* communicate *contractual deficiencies to* the contractor. The CAR focuses on deficiencies that result from noncompliance. Any employee performing Contract Administration Services (CAS) can initiate and present a CAR to the contractor.

13.2 CARs should always be written.

13.3 Response from the contractor is mandatory.

13.4 Originator must follow-up to verify implementation and effectiveness of contractor actions.

13.5 If contractor is not responsive to lower-level CARs, consider escalation.

13.6 GFRs/GGFRs should keep a record of all CARs, including follow-up and close out actions taken in response to the CAR.

13.7 There are four types of CARs; they include:

Level I	<ul style="list-style-type: none">• is a contractual noncompliance requiring no special management attention to correct,• may be directed to working level.
Level II	<ul style="list-style-type: none">• is a request for corrective action for contractual noncompliance which could affect cost, schedule, or performance if not corrected in a timely manner,• is directed at the contractor management level responsible for the process.
Level III	<ul style="list-style-type: none">• involves serious contractual noncompliance,• must be directed to contractor top management,• may incorporate contractual remedies such as reduction of progress payment, cost disallowance, or business management systems disapprovals,• must be coordinated with the ACO prior to issuance and requires notification of the CASC commander, and• once issued, involves putting the contractor on the Contractor Alert list. (Removal would be after corrective action and close-out of the CAR.).
Level IV	<ul style="list-style-type: none">• is the most serious CAR and could result in suspension of payment, termination for default, or debarment,• must be issued by the cognizant ACO and countersigned at the CASC commander level,• must be directed to contractor top management,<ul style="list-style-type: none">• copies are sent to the customer buying activity, and• involves putting the contractor on the Contractor Alert list.

Sample CAR Letter

[Letterhead]

[GFR's Organization]

Reference Contract [Number]

[Contractor POC and address]

SUBJECT: [Observed non-compliance]

Dear Mr. Canyon:

[Narrative of deficiency. All CARs MUST BE of a contractual nature.

Example: Observation 1: No scheduled inspection process exists for work-stands used around contract aircraft. Several work-stands were leaking hydraulic fluid. Padding on three separate work-stands was worn/ripped to such an extent it would not protect an aircraft if the work-stand bumped up against it. Reference: (State specific Instruction/Regulation/FAR/DFARS/contractual wording that the contractor is not in compliance with.) For example: Reference: AR-95-20, Paragraph 5.6.]

Please inform this office in writing, referencing CAR No. [2011-12345], of the results of the root-cause analysis of the non-conformance and actions taken to prevent its reoccurrence.

Please respond to the undersigned at [GFR's email address].

//signed//

NAME, Rank, Service
Government Flight Representative

cc: [Sub-contractor (if applicable)]
[ACO]

Attachment 14 – Certificate of Compliance (Deleted)

CERTIFICATE of COMPLIANCE

DATE: _____

FULL NAME: _____

EMPLOYED BY: _____

PHONE NUMBER: _____

I certify that the below listed documents have been forwarded to:

U.S. ARMY Aeromedical Activity FAX: (334) 255-0747
ATTN: MCXY-AER POC: Ms. Ida Brown
Building 110, 6th AVENUE COM: (334) 255-0750
Fort Rucker, AL 36362 EMAIL:
usarmy.rucker.medcom-lahc.list.lahc-aero-helpdesk@mail.mil

____ Copy of Completed FAA Form 8500-8

____ Copy of FAA Form 8500-9

____ Copy of all Issued/Current Statements of Demonstrated Abilities (SODA).

(Signature)

CF:

Government Flight Representative
Pilot's Training Folder

V:5 TBB-AMCOL-CA

~~Instructions for Completing the Certificate Of Compliance~~

- ~~1. Enter current date.~~
- ~~2. Enter your full name.~~
- ~~3. Enter the name of the contractor you are employed by.~~
- ~~4. Enter ONLY the last 4 numbers of your SSN.~~

~~Note: All Pilots must include a copy of the FAA Form 8500-8 and 8500-9 in the packet to be FAXED to the U.S. Army Aeromedical Facility, as indicated on the front of the Certificate of Compliance. Pilots issued Statements of Demonstrated Abilities (SODA) must also include all applicable SODA(s) in the FAX.~~

~~Ensure that you blacken all but the LAST 4 numbers of your SSN, if it appears in full on any of the documents you forward. Do not authorize any individual to transmit the packet for you.~~

- ~~5. Check applicable blocks, as to the documents you included in the packet.~~
- ~~6. Sign the form as indicated. Note: Your signature only indicates that you personally have forwarded the documents you checked.~~
- ~~7. Provide a copy of the signed Certificate of Compliance to the GFR. Do not provide the GFR with the documents you forwarded.~~
- ~~8. Provide a copy of the signed Certificate of Compliance to the office that maintains your training records. This form shall be maintained in your training records! The FAA Form 8500-8 and SODA(s) are not part of your flight records.~~

Attachment 15 – U.S. Armed Forces PAO Decision Tool

Public Aircraft Operations (PAO). In general, the U.S. Armed Forces considers an aircraft operation "Public" when the aircraft is owned by the Armed Forces, or is used by the Armed Forces and operates outside of the purview of its FAA airworthiness certificate (e.g., configuration, operational use, or maintenance) and applicable operating regulations under 14 CFR. See 49 U.S.C. § 40102 (A)(41) and 41 U.S.C. § 40125. For case by case PAO determinations, refer to US Armed Forces PAO Decision Tool (below) and the FAA PAO Circular 00-1.1A.

A determination of PAO signifies a significant shift in responsibilities associated with the airworthiness and continuing airworthiness of the aircraft from the FAA. For DoD owned aircraft, the determination is usually simple, although questions can arise about the aircraft status during the acquisition process and when discussing FMS. The really difficult cases to navigate are associated with contracted air services. If a non-DoD aircraft is being operated by or for DoD purposes, the operation may be considered PAO if it is in support of an inherently military requirement and the FAA has no regulations that govern that operation. PAO determinations are made on an operation-by-operation basis and may be bounded by specific contract language that establishes when a provider is operating in support of a DoD contract, and when conditions exist that exclude the operation from "civil use".

The tool provides guidelines to facilitate determinations and understanding. It is not a substitute for a written opinion or determination. The status of an operation depends on the circumstances of each flight and may change from mission to mission.

[http://www.dcma.mil/policy/8210-1C/US ARMED FORCES PAO Decision Tool.docx](http://www.dcma.mil/policy/8210-1C/US_ARMED_FORCES_PAO_Decision_Tool.docx)

Attachment 16 – Procedures Matrix for Contractor-owned Aircraft PAO

Chapter	Paragraph Exceptions	Topic	Applicability
1		Definitions	<i>Applicable</i>
2		Waivers	<i>Applicable</i>
3		Procedures	<i>Applicable</i>
	3.5	<i>Use of Service Guidance</i>	<i>N/A</i>
	3.1.1	<i>Conflict between sources of guidance</i>	<i>N/A</i>
	3.10 - 3.13	<i>Modifying contract, multiple versions, Core Procedures, review required</i>	<i>N/A</i>
4		Flight Operations	<i>N/A</i>
	4.1.5	<i>Contractor flight approval</i>	<i>Applicable</i>
	4.1.7	<i>Approved flights</i>	<i>Applicable</i>
	4.1.9.3	<i>Maintenance release procedures</i>	<i>Applicable</i>
	4.1.10 - 4.1.14	<i>Documentation of certificates, mixed flight crews, minimum crew requirements, aircrew duty and rest, other Aircrew Restrictions</i>	<i>Applicable</i>
	4.2.1	<i>Contractor requesting official</i>	<i>Applicable</i>
	4.2.5	<i>Approval for Crewmember status</i>	<i>Applicable</i>
	4.2.7	<i>Removal from Crewmember Status</i>	<i>Applicable</i>
	4.3.1	<i>General Qualifications</i>	<i>Applicable</i>
	4.4.11	<i>Aircrew/Contractor response to Emergencies</i>	<i>Applicable</i>
	4.5.2.1	<i>General Requirements</i>	<i>Applicable</i>
	4.8.7	<i>Access to Records</i>	<i>Applicable</i>
5		Ground Operating Procedures	<i>N/A</i>
	5.1	<i>Requirements for GOPS</i>	<i>Applicable</i>
	5.2.1	<i>Master Training Plan</i>	<i>Applicable</i>
5	5.3.1	<i>FOD - documented plan</i>	<i>Limited</i>
	5.3.3.5	<i>Housekeeping</i>	<i>Limited</i>
	5.3.3.6	<i>Clean-as-you-go</i>	<i>Limited</i>
	5.3.3.13.1 - 2	<i>Tool Control - inventory/etching</i>	<i>Limited</i>
	5.3.3.13.6 - 8	<i>control of tools</i>	<i>Limited</i>

Chapter	Paragraph Exceptions	Topic	Applicability
	5.3.3.13.10 - 11	control of hardware/consumables	Limited
	5.3.3.14	Lost tool procedures	Limited
	5.6	Hydraulic fluid surveillance	Limited
	5.8	Aircraft Servicing	Limited
	5.13	Oil Analysis	Limited
	5.15	Weight and Balance	Applicable
	5.19 - 5.21	Technical orders/manuals, records Management, Safe-for-flight	Applicable
	5.23	Corrosion Control	Limited
	5.24	Weapons, Munitions, and CADs	Limited
	5.25	Lasers	Limited
6		Safety	Applicable
	6.1	Mishap Prevention Program	Limited
	6.4 - 6.9	Aviation safety council, flight safety meetings, safety audits, BASH Program, MACA Program, safety publications	N/A
	6.13.8	Medical Procedures	N/A
	6.14 - 6.17	Aircraft Rescue and Fire Fighting (ARFF) and Facility Fire Response	N/A

Dependent on the contract. Normally, verification of the existence of, and general compliance with, a program is sufficient.

Any chapter or paragraph listed includes all sub-paragraphs unless otherwise noted.

All items listed as applicable apply in all cases unless listed as an exception in this table.

All items listed as not-applicable do not require Procedures or GFR oversight.

All items listed as Limited apply to varying degrees depending on the contract and risks to government aircraft. GFRs should review the contract and consult with the program office and applicable waiver authority for additional guidance.

Procedures listed as limited are not bound by specific requirements in this Instruction or by [Service Guidance](#) except as listed in the contract. The standard for these Procedures is "safe and effective". Normally verifying the existence of and general compliance with a procedure is sufficient. For example, use of 14 CFR, Part 135.267 for flight time limitations and crew rest requirements in lieu of the minimums found in paragraph 4.1.13.

*Attachment 17 – DoD Accident/Mishap/Incident Classification, Reporting Guide, and
CSSO List*

Download at: [http://www.dcmam.mil/policy/8210-
1C/A17_DoD_Accident_Mishap_Classification_Tool_and_CSSO_List.docx](http://www.dcmam.mil/policy/8210-1C/A17_DoD_Accident_Mishap_Classification_Tool_and_CSSO_List.docx)

Attachment 18 – Index

Access to contractor's facilities	29
Administrative Contracting Officer (ACO).....	15
Aircraft	
<i>accepted aircraft</i>	11
bailed	14
basic mission	11
<i>civil aircraft operations</i>	12
class/type	11
definition	11
design	12
<i>facilities</i>	68
flight crew definition	17
flight operations definition	17
<i>ground operations definition</i>	18
leased	19
maintenance release procedures	32
model.....	12
modified mission	12
operations.....	12
<i>post-accepted aircraft</i>	11
<i>pre-accepted aircraft</i>	11
<i>public (state) aircraft operations</i>	12
series	12
test.....	22
UAV definition	22
<i>Aircraft Operations</i>	
<i>Contracted</i>	12
<i>Public</i>	20
Aircraft Rescue and Fire Fighting (ARFF)	13
<i>Airworthiness</i>	13
Approving Authority	13
<i>ARFF</i>	
<i>OCONUS FMS</i>	69
<i>OCONUS non-FMS</i>	69
<i>provided by Service</i>	68
<i>use of outside agencies</i>	67
Army Aircraft	
standard.....	37
Army Aircraft	
non-standard	37
<i>Army Nonstandard Aircraft</i>	13
Aviation Program Team (APT)	13
Aviation Safety Official (ASO)	14
CAS	
Contract Administration Services.....	14

delegating administration responsibility	76
supporting contract administration	77
CASC	
Contract Administration Services Component	15
Certificate	14
Certificate of Waiver or Authorization (COA)	14
Certified	14
Check Flights	14
acceptance	14
functional	14
maintenance test	19
CMO	
Contract Management Office	15
CO	
Contracting Officer	15
Procuring Contracting Officer	15
COA	
Certificate of Waiver or Authorization	14
Cognizant Service Safety Office (CSSO)	14
Component	14
Composite Tool Kits (CTKs)	14
Contract Administration Services (CAS)	14
Contract Administration Services Component (CASC)	15
Contract Management Office (CMO)	15
Contracting Officer (CO/KO)	15
Contractor	15
Contractor's Requesting Official (CRO)	15
Control	
FOD	15
Tools	15
CRADA	2
Crewmembers	
aircrew duty and rest limitations	33
approval	33
approvals	34
copies of GFR approvals	46
copilot qualifications	36
crew chief qualifications	36
currency requirements	41
definition	15
evaluations	44
experimental test flight qualifications	35
flight mechanic qualifications	36
forms and records	45
GFR approvals	74
ground training	43

initial qualification training	41
IP/EP qualification.....	37
maintenance test pilot qualifications	37
medical qualification requirements.....	37
minimum crew requirements.....	32
mixed crews.....	19, 32
other crewmember qualifications	36
pilot qualifications	36
qualification requirements.....	35
removal from flight status.....	35
TPS waiver	36
training approvals	34
training requirements	41
CRO	
Contractor's Requesting Official	15
responsibilities	34
CSSO	
Cognizant Service Safety Office	14
Currency	
crewmember	41
night & IMC.....	42
periods of reduced flight time.....	43
proration	42
recurrency.....	43
use of civil aircraft.....	42
DCO	
<i>direct commercial sales</i>	83
DFARS	
<i>DFARS 252.228-7001, Ground and Flight Risk</i>	16
<i>DFARS 252.228-7002, Aircraft Flight Risk</i>	17
<i>DFARS 252.228-7005, Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles</i>	17
<i>DFARS Part 228.3, Insurance, Subpart 228.370, Additional clauses</i>	16
<i>DFARS Subpart 242.2, Contract Administration Services</i>	16
<i>FAR Subpart 42.202, Assignment of Contract Administration</i>	16
<i>FAR Subpart 42.302, Contract Administration Functions</i>	16
Flight	
aircrew duty and rest limitations	33
approvals	31
approvals with TDY aircrews	75
augmented crew	33
briefings	41
briefings (Army)	41
communication	32
Contract Flight	15
crew duty period	33

crew member approval	34
crew requirements	32
crew rest	33
currency	32, 41
daylight operations.....	39
documentation	32
Documentation	45
emergency operating procedures	40
evaluations	45
experimental flight operations	73
FCIF.....	33
flight planning area	31
flights not under GFR cognizance	32, 75
forms and records.....	45
general flight rules	31
GFR approval process.....	75
ground training.....	43
intent for flight	19
maintenance release procedures	32
mixed crews.....	32
monthly flight safety meetings	64
multiple contractors/contracts	31
multiple flight approvals	76
orientation.....	19, 76
profiles	31
publications.....	33
requests for flight approval	45
sortie.....	21
special use airspace	31
subcontractors	76
supervision	32
support.....	21
UA operations	31
weather requirements	38
<i>FMS</i>	
<i>Foreign Military Sales definition</i>	<i>17</i>
<i>hold harmless</i>	<i>83</i>
FOD	
Clean-as-You-Go.....	51
damage.....	17
dbris.....	17
definition	17
hardware control	19
procedures.....	50
zones.....	51
GFE/GFP	

Government-Furnished Equipment (GFE)/Property (GFP).....	18
GFR	
ACO responsibility	72
alternate.....	18
appointment.....	71
approval.....	71
approving authority	71
approving Procedures.....	72
Aviation Program Team (APT).....	14, 73
CFT,CLS operations	72
contract administration.....	73
contract deficiencies	73
definition	17, 71
designation	71
ground	18, 71
PCO responsibility	72
Procedures review	72
responsibilities	72
selection and assignment	71
start-up location	72
surveys	78
TDY support	73
training.....	71
GGFR.....	18
GGR.....	18
Government-Furnished Equipment (GFE)/Property (GFP).	18
<i>Ground Operations</i>	18, 49
AFE/ALSE/ALSS	56
aircraft ground handling	55
aircraft ground support equipment (AGSE).....	54
aircraft records management.....	60
aircraft servicing.....	55
aircraft weapons, munitions, and cartridge activated devices (CADs) procedures	60
aircraft/equipment hydraulic fluid analysis program	58
airfield and facility vehicle operation	55
<i>Application of Electrical and Hydraulic Power to the Aircraft</i>	61
battery handling, recharge, and storage	60
corrosion control	60
egress system/component maintenance and storage.....	57
engine/APU/GTC run certification program	52
FOD and tool control.....	50
FOD zones	51
fuel system maintenance	61
gases (inert and flammable)	61
hanging of aircraft.....	61
HAZMAT	61

LASERS	60
master training plan	49
medical requirements	54
oil analysis program.....	58
<i>Operation of Landing Gear, Powered Doors, and Flight Control Surfaces</i>	61
procedures.....	49
safe for flight release	60
security of aircraft	59
severe weather	60
technical orders and manuals.....	59
test, measurement, and diagnostic equipment (TMDE).....	58
tire and wheel	59
tool crib	51
Training, Qualification and Certification	49
weight and balance.....	58
welding and brazing.....	59
Ground Personnel	18
medical requirements	54, 109
records.....	50
HIPAA	46, 50
KO	
Contracting Officer.....	15
May	19
Medical Procedures	
ground personnel physicals	54, 109
toxicological testing.....	66
Medical requirements	
crewmembers	37
UA operators	38
Medical requiriements	
non-crewmembers	38
Mishap	
investigations	66
notifications.....	65
prevention program.....	63
<i>reporting procedures</i>	65
<i>response plans</i>	65
Non-crewmember	
definition	19
Non-crewmembers	
approvals	33, 35
GFRs reciept of authorized list	75
ground training.....	43
medical qualification requirements.....	38
PAO	
<i>COCO aircraft</i>	82

Physicals	
non-crewmembers	38
PM	
Program Manager	20
Privileged Safety Information	19
<i>Procedures</i>	
absence of	26
AGE/external APUs	54
airfield operations	38
approval process	27
changes	28
changes to Combined Instruction	28
COCO non-PAO	26
COCO PAO	25
Core	28
deficiencies	28
definition	19
engine operations	52
Flight Crew Information File	33
FOD	50
FOPs	20, 25
format	27
fuel/defuel	61
general guidance	25
GFR approval	72
GOPs	20, 25, 49
Ground	49
hierarchy	25
hydraulic fluid contamination	58
Industrial Procedures	19
in-flight emergency operating procedures	40
interim	26
multiple Service contracts	27
multiple versions of this Instruction	28
noncompliance	28
preparation	26
prevention of unauthorized access	59, 109
production	25
Quality Procedures	20
questions of interpretation	29
requests for flight approval	45
requirements	25
responsibilities	26
review requirements	28
Service Guidance	25
Service Guidance changes	27

subcontractors	27
technical publications.....	59
use of Service Guidance.....	26
weather requirements	38
weight & balance	41
Procuring Contracting Officer (PCO).....	15
Program Manager (PM).....	20
Program Office (also System Program Office (SPO)).....	20
<i>Public Aircraft Operations</i>	
<i>definition</i>	20
Publications	33
Qualifications	
Copilot	36
crew chiefs.....	36
experimental test pilot.....	35
flight mechanics	36
general aircrew	35
initial training	41
instructor/examiner	37
maintenance test pilots	37
multiple aircraft.....	42
other crewmembers	36
pilot	36
requalification	43
Qualified	
definition	20
Safety	
aircraft damage.....	65
<i>aircraft facilities</i>	68
<i>aircraft rescue and fire fighting (ARFF)</i>	67
airfield hazards	63
<i>ARFF Focal Point</i>	67
audits/assesments	64
Aviation Safety Council.....	63
bird/animal avoidance and strike hazard (BASH) program	64
<i>Designation of ASO</i>	63
Hazard Identification	63
<i>identifying and eliminating hazards</i>	63, 110
mid-air collision avoidance (MACA) program.....	65
mishap investigations	66
mishap prevention program	63
mishap reporting	65
monthly Flight Safety Meetings.....	64
<i>premishap plan</i>	65
privileged data	65
<i>Privileged Data</i>	65

privileged information.....	19
<i>Publications</i>	65
Risk Management.....	63
Service references.....	64
SCA	
<i>Supporting Contract Administration</i>	21
Service Guidance	
definition	20
USA	20
USAF	20
USCG	21
USN/USMC	20
waivers	23
<i>Shall</i>	21
<i>Should</i>	21
Subcontractor	
non-crewmembers	35
Subsystem development.....	15
Surveys	
annual.....	77
facility data sheets	80
frequency	78
<i>frequency exception</i>	78
non-compliance	81
notifications.....	79
preaward.....	77
reports	79
Technical Data	21
Test Flights	
engineering.....	15
experimental	16
Tools	22
Toxicological Testing	
mishap investigations	66
refusing	66
requirements for	66
trained	22
Training	
academic	44
access to records.....	47
aircrew evaluations	44
centrifuge (USAF)	44
crewmember currency	41
crewmember ground.....	43
crewmember initial qualification.....	41
CRM/ACT	44

egress.....	43
engine runs.....	52
flight emergency procedures	44
folder.....	46
land survival.....	44
life support.....	44
non-crewmember ground.....	43
physiological	43
proration	42
records.....	46
water survival.....	44
UAV	22
pilot qualifications	38
Unmanned Aircraft	
definition	22
UA Group 1.....	22
UA Group 2.....	22
UA Group 3.....	22
UA Group 4.....	22
UA Group 5.....	22
Unmanned Aircraft Observer	22
Unmanned Aircraft System (UAS/SUAS)	22
Waivers	
ACO and PCO	23
approval.....	24
content.....	23, 24
contract requirements	24
definition	23
other waiver authorities.....	24
routing.....	23, 24
Service authorities	24
service guidance.....	23
this instruction.....	23
time limits.....	24
Weight and Balance	41

Attachment 19 – Resource Page

DCMA INST 8210.1C

<http://www.dcmamil/Portals/31/Documents/Policy/DCMA-INST-8210-1C.pdf>

DCMA INST 8210.1C Change 1

http://www.dcmamil/Portals/31/Documents/Policy/8210-1c/Contractors_Flight_and_Ground_Operations_DCMA_INST_8210.1C_Change1.pdf
http://www.dcmamil/Portals/31/Documents/Policy/8210-1c/Contractors_Flight_and_Ground_Operations_DCMA_INST_8210.1C_Change1.docx

DD Form 250, Material Inspection and Receiving Report, August 2000,

www.dtic.mil/whs/directives/forms/eforms/dd0250.pdf

DCMA Form 644 (Under Review), Request for Flight Approval

http://www.dcmamil/POLICIES/8210-1C/DCMA_Form_644_Request_for_Flight_Approval_2015.pdf

DD Form 2627 Draft (Under Review), Request for Government Approval for Aircrew Qualifications and Training

http://www.dcmamil/POLICIES/8210-1C/DD2627_2014_Request_Approval_for_Aircrew_Qualification_and_Training.pdf

DD Form 2628 Draft (Under Review), Request for Approval of Contractor Crewmember

http://www.dcmamil/POLICIES/8210-1C/DD2628_2014_Request_Approval_of_Contractor_Crewmember.pdf

DD Form 1821, Contractor Crewmember Record

<http://www.dtic.mil/whs/directives/forms/eforms/dd1821.pdf>

FAR Subpart 42.202, Assignment of Contract Administration

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/42.htm#P40_5059

FAR Subpart 42.302, Contract Administration Functions

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/42.htm#P70_10070

DFARS Part 228.3, Insurance, Subpart 228.370, Additional clauses

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars228.htm#P115_5175

DFARS Subpart 242.2, Contract Administration Services

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars242.htm#P126_4163

DFARS 252.228-7001, Ground and Flight Risk (GFRC)

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars252_227.htm#P2484_210551

DFARS 252.228-7005, Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars252_227.htm#P2713_232749

DoD Instruction 7230.08, Leases and Demonstrations of DoD Equipment

<http://www.dtic.mil/whs/directives/corres/pdf/723008p.pdf>

DoD 5000.1, The Defense Acquisition System

<http://www.dtic.mil/whs/directives/corres/pdf/500001p.pdf>

DoD 4145.26M, DoD Contractor's Safety Manual For Ammunition and Explosives

<http://www.dtic.mil/whs/directives/corres/pdf/414526mp.pdf>

DoDI 6055.07, Mishap Notification, Investigation, Reporting, and Record Keeping

<http://www.dtic.mil/whs/directives/corres/pdf/605507p.pdf>

Armed Forces Institute of Pathology/ Division of Forensic Toxicology

<http://www.health.mil/About-MHS/Defense-Health-Agency/Research-Development-Acquisition/Armed-Forces-Medical-Examiner-System>

Also see:

Toxicology Submission Guidelines

<http://www.health.mil/Reference-Center/Forms/2015/11/16/Toxicology-submission-guideline>

Federal Directory of Contract Administration Services (CAS) Components 2.0

<https://pubapp.dcmamail.com/CASD/main.jsp>

DD Form 1716, Contract Data Package Recommendation/Deficiency Report

<http://www.dtic.mil/whs/directives/forms/eforms/dd1716.pdf>

Accident/Mishap Classification Tool and CSSO List

http://www.dcmamail.com/Portals/31/Documents/Policy/8210-1c/A17_DoD_Accident_Mishap_Classification_Tool_and_CSSO_List_Jan_2017_2.pdf

US Armed Forces PAO Decision Tool

http://www.dcmamail.com/Portals/31/Documents/Policy/8210-1c/US_ARMED_FORCES_PAO_Decision_Tool.pdf

Facility Data Sheet Form

http://www.dcmamail.com/Portals/31/Documents/Policy/8210-1c/Facility_Data_Sheet_Form.xlsx

Procedures Review Guide for DCMA INST 8210.1C Change 1

http://www.dcmamail.com/Portals/31/Documents/Policy/8210-1c/Procedures_Review_Guide_8210.1C_Change_1.xlsx

Change 1 Comments Matrix

http://www.dcmamail.com/Portals/31/Documents/Policy/8210-1c/Comments_Matrix_8210-1C_Change_1.xlsx

End of Combined Instruction titled, Contractor's Flight and Ground Operations, Change 1



LETTER OF APPOINTMENT

MEMORANDUM FOR [INSERT]

Subject: Appointment as Government Flight Representative

You are hereby appointed as the Government Flight Representative (GFR) under Contract Number [insert]/Task Order Number [insert] with [insert company] located at [insert address]. This appointment is from the effective date through the life of the Task Order, unless rescinded or transferred. As the GFR, in coordination with the Federal Systems Integration and Management Center (FEDSIM) Contracting Officer's Representative (COR), you have authority to:

- a. Perform the Contract Administration Services function listed in Federal Acquisition Regulation subpart 42.302(a)(56) -Maintain Surveillance of Flight Operations.
- b. Administer the requirements of the combined instruction Contractor's Flight and Ground Operations, (DCMA INST 8210.1, AFI 10-220, AR 95-20, NAVAIRINST 3710.1 (Series), and COMDTINST M13020.3).

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re• delegable; therefore, you must advise the FEDSIM Contracting Officer, Contract Specialist, or COR immediately when you are unable to perform these duties.

You cannot authorize the contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the Task Order. Should a change (monetary or otherwise) to the Task Order become necessary, it must be made by a Task Order modification issued by the FEDSIM Contracting Officer. When in doubt, contact the FEDSIM COR.

Any Task Order change requested by the contractor must be put in writing by the contractor to the FEDSIM Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the FEDSIM COR. When the proposed change is received by the FEDSIM Contracting Officer, you will be required to assist the FEDSIM COR in providing a written analysis and rationale for the change and to assist with the evaluation of any costs associated with the change.

You must also recognize and report to the FEDSIM COR any Government required changes to the Task Order (e.g., items or work no longer required, changes in the specifications, etc.).

Please acknowledge receipt and acceptance of this appointment by signing below returning the signed letter to the FEDSIM Contracting Officer or Contract Specialist. Your

Source Selection Sensitive Information



appointment as the GFR under the above numbered Task Order is terminated upon receipt of a written notice of termination from the appointing FEDSIM Contracting Officer, the Contracting Officer's successor, or a higher level of authority. Please direct any questions you may have on this delegation to the FEDSIM Contracting Officer or Contract Specialist.

Tommy Thomas
Contracting Officer, Army/Navy Sector
GSA FEDSIM

Signature of GFR
[insert name]

Effective date: [insert]

Source Selection Sensitive Information

[illegible]

M	N	O	P	Q	R	S	T
Rate Buildup (Direct Labor plus all applicable loads)	Proposed Fully Burdened Labor Rate	Total hours for Task X	Extended Value	Award Fee Percentage (%)	Award Fee Amount (\$)	Total Estimated Cost	Notes
The offeror shall insert new columns as appropriate to completely show all applicable loads and the cost buildup. The offeror shall ensure all loads are clearly labeled. It shall be clear how the offeror progressed from the Proposed Direct Labor Rate to the Proposed Fully Burdened Rate.	Insert the proposed fully burdened labor rate.	Insert total hours.	#VALUE!		#VALUE!	#VALUE!	
			\$ -		\$ -	\$ -	
			\$ -		\$ -	\$ -	
			\$ -		\$ -	\$ -	
	Total hours for Task X, Total Extended Value for Task X, Award Fee, and Total Estimated Cost:	Insert Total Hours	Insert Total Extended Value	Insert Award Fee Percentage	Insert Award Fee Amount for this Task Area	Insert Total Extended Value plus Award Fee Amount for this Task Area	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	BASE PERIOD															
2							OASIS: Use only when proposing a specialized labor category outside of OASIS labor categories.									
3																
							Proposed Specialized Labor Category Title	Qualifications and Expertise Required	Sections of the SOW to be Performed by Specialized Labor Category	Reason for Specialized Labor Category	Applicable OMB SOC Occupation	OMB SOC Occupations Examined	Key Personnel (Yes/No)	Functional role related to the Task	Qualifications related to personnel's role on the project.	
4	Name	Company	Security Clearance Level	Duty Station Location	Proposed Labor Category	Labor Category Number										Task 1
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																
21																
22																
23																
24																
25																
26																
27																
28																
29																
30																
31																
32																
33																
34																
35																
36																
37																
38																
39	KEY: Full-Time Equivalent (FTE) = (fill in hours)												Total Hours by Task Area by period			
40	*Only fill in the qualifications the first time the name appears in the tables.												Total Task Area by FTE by period			



ATTACHMENT Y

KEY PERSONNEL QUALIFICATION MATRIX

The following is an example of how the Key Personnel Qualification Matrix shall map to Section H.3 of the Task Order Request (TOR). The example describes the required and desired qualifications for a Task Order Program Manager designated as “Key,” and shows how the Key Personnel Qualification Matrix shall be formatted.

H.3.1 TASK ORDER PROGRAM MANAGER (TOPM)

It is required that the TOPM has the following qualifications:

- a. Employee of the prime contractor at time of proposal submission.
- b. Current Project Management Institute (PMI) Project Management Professional, Program Management Professional (PgMP), or Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification.
- c. Possess an active Top Secret (TS) clearance at proposal submission.

It is desired that the TOPM has the following qualifications:

- a. Experience planning, directing, coordinating, and managing the contractor’s proposed methodologies and approach for a project or program similar in size, scope, and complexity to this TO.
- b. Experience piloting and/or managing flight operations for ISR airborne platforms in austere environments.
- c. Experience managing performance-based projects and/or programs with multiple OCONUS performance locations.
- d. Experience with Status of Forces Agreements (SOFA) requirements, regulations, and processes within the USAFRICOM AOR.

Note: Multiple pages for each Key Personnel Qualification Matrix are acceptable. See page limitations in TOR Section L.6.c.

KEY PERSONNEL QUALIFICATION MATRIX

Proposed Key Personnel Name:	
Proposed Key Personnel Position: Task Order Program Manager	
Proposed OASIS Labor Category:	
Proposed Key Personnel meets the requirements of the proposed OASIS Pool 3 Labor Category (Yes /No):	
Proposed Key Personnel meets the Security Requirements in TOR Section H.3.1 (Yes/No):	
Proposed Key Personnel is available to begin work on the Start Date designated in TOR Section L.3 (Yes/No):	
Rationale for the proposed OASIS Pool 3 Labor Category:	
Rationale for/value of the proposed additional Key Personnel position (as applicable):	
REQUIRED QUALIFICATIONS	
Description of Qualifications and Experience (e.g., Place of Work, Official Title for Each Position Held, etc.)	
Years of Experience (month/year)	H.3.1.a Employee of the prime contractor at time of proposal submission.
Years of Experience (month/year)	H.3.1.b Current Project Management Institute (PMI) Project Management Professional, Program Management Professional (PgMP), or Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification.
Years of Experience (month/year)	H.3.1.c Possess an active Top Secret (TS) clearance at proposal submission.

KEY PERSONNEL QUALIFICATION MATRIX

DESIRED QUALIFICATIONS	
Description of Qualifications and Experience (e.g., Place of Work, Official Title for Each Position Held, etc.)	
Years of Experience (month/year)	H.3.1.a Experience planning, directing, coordinating, and managing the contractor's proposed methodologies and approach for a project or program similar in size, scope, and complexity to this TO.
Years of Experience (month/year)	H.3.1.b Experience piloting and/or managing flight operations for ISR airborne platforms in austere environments.
Years of Experience (month/year)	H.3.1.c Experience managing performance-based projects and/or programs with multiple OCONUS performance locations.
Years of Experience (month/year)	H.3.1.d. Experience with Status of Forces Agreements (SOFA) requirements, regulations, and processes within the USAFRICOM AOR.



**ATTACHMENT Z
LETTER OF COMMITMENT TEMPLATE**

[Enter date]

Tommy Thomas and Sterling Whitehead
GSA FAS AAS FEDSIM
1800 F Street, NW
Washington, D.C. 20405

Subject: Task Order Request (TOR) GSC-QF0B-18-33231 Key Personnel Letter of
Commitment

Dear Mr. Thomas and Mr. Whitehead:

I, [enter proposed Key Personnel's first and last name], hereby commit to serve as the [enter proposed Key Personnel's position title] in response to TOR GSC-QF0B-18-33231, upon award of the resultant Task Order. I certify that the information submitted in the Key Personnel Qualification Matrix is accurate. Furthermore, I certify that I am currently an employee of [enter offeror name]. I am committed and available to begin work on the Project Start date indicated in TOR Section L.3.

I have read and personally signed this Letter of Commitment.

Printed Name

Signature

Date



Date: June 22, 2018

Subject: TOR for USAFRICOM C4ISR Competition

**NOTICE TO ONE ACQUISITION SOLUTION FOR INTEGRATED SERVICES
(OASIS) CONTRACT HOLDERS UNDER POOL THREE**

This letter transmits Task Order Request (TOR) GSC-QF0B-18-33231, United States (U.S.) Africa Command (AFRICOM) Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) competition. The purpose of this Task Order is to provide mission critical C4ISR support to USAFRICOM, its service component commands, and its strategic and operational partners. This TOR is issued by the U.S. General Services Administration (GSA), Federal Systems Integration and Management Center (FEDSIM). The North American Industry Classification System (NAICS) code for this procurement is 541330, Exception A – Engineering for Military and Aerospace Equipment and Military Weapons. The Product Service Code (PSC) is R425 – Support – Professional: Engineering/Technical.

Each offer shall be provided to the Government in four Parts in accordance with the instructions specified in TOR Section L.4.

- a. **Part I: Preliminary Written Cost/Price Proposal Information**
 - i. Due No Later Than (NLT) 11:00 A.M. Eastern Time (ET) on **July 9, 2018**
- b. **Part II: Remainder of Written Cost/Price Proposal**
 - i. Due NLT 11:00 A.M. ET on **July 23, 2018**
- c. **Part III: Written Technical Proposal**
 - i. Due NLT 11:00 A.M. ET on **July 23, 2018**
- d. **Part IV: Oral Technical Proposal Presentation**
 - i. To be determined following proposal receipt, anticipated dates for planning purposes are between **July 24, 2018 and August 3, 2018.**

In accordance with TOR Section L.10 instructions, offerors shall hand-deliver Parts I through III to the GSA Contract Specialist, Sterling Whitehead and the GSA Contracting Officer, Tommy Thomas.

Please bring all proposals to 8281 Greensboro Drive, McLean, VA 22102. Upon arrival, call Sterling Whitehead, Contract Specialist, at 202-568-3789. Proposal drop-off prior to 8:00 a.m. requires coordination with the FEDSIM Contract Specialist. Offerors may either park (free surface parking is available for short-term guests) or pull up to the door and wait for the FEDSIM Contract Specialist to meet them in the front lobby. It is suggested that the offeror pull up to the front doors to unload the boxes. Unless otherwise instructed by the FEDSIM Contract Specialist, the offeror should remain on the ground floor in the main lobby for proposal drop-off. Delivery acceptance/proposal receipt will be given once the offeror has transferred its box of proposal materials to the FEDSIM Contract Specialist at the ground floor lobby.



Note that the FEDSIM Contracting Officer or Contract Specialist may have other personnel present to assist with carrying proposals. Please note that all proposal boxes are subject to security scanning after receipt.

In accordance with TOR Section L.9, Submission of Questions, prospective offerors shall submit any questions on the TOR package via email to the following individuals NLT 11:00 a.m. on **June 29, 2018:**

Sterling Whitehead, GSA Contract Specialist, sterling.whitehead@gsa.gov

Tommy Thomas, GSA Contracting Officer, tommy.thomas@gsa.gov

Prospective offerors are requested to submit questions grouped by TOR Section and make reference to the particular Section/Subsection number. Questions shall be received before the date specified for receipt of questions using the format provided in **TOR Section J, Attachment AB**. Questions or requests for extension submitted after the cut-off date will not be considered. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation. When submitting questions, please reference "TOR GSC-QF0B-18-33231 Questions" in the subject line.

Sincerely,

Tommy J. Thomas

Tommy Thomas

GSA FEDSIM Contracting Officer

Tommy.Thomas@gsa.gov

(817) 301-6083

Federal Systems Integration and Management Center (FEDSIM)

FEDSIM is part of GSA's Federal Acquisition Service



TASK ORDER REQUEST (TOR)

GSC-QF0B-18-33231

**Command, Control, Communications, Computers,
Intelligence, Surveillance, and Reconnaissance (C4ISR)**

in support of:

**UNITED STATES AFRICA COMMAND
(USAFRICOM)**



Issued to:

**all contractors under the General Services Administration (GSA) One Acquisition Solution
for Integrated Services (OASIS) Multiple Award (MA) Indefinite Delivery/Indefinite
Quantity (IDIQ) – Pool 3 Contract**

Conducted under Federal Acquisition Regulation (FAR) 16.505

Issued by:

**The Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW (QF0B)
Washington, D.C. 20405**

June 22, 2018

FEDSIM Project Number DE00941

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic Contract, under which the resulting TO will be placed. This One Acquisition Solution for Integrated Services (OASIS) TO falls under Pool 3. An acronym listing to support this Task Order Request (TOR) is included in **Section J, Attachment B**.

B.2 CONTRACT ACCESS FEE (CAF)

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the OASIS base contract, the CAF shall be 0.1 percent of the total TO value. This TO shall have a separate Cost-reimbursable (CR) Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO Award (TOA).

B.3 ORDER TYPES

The contractor shall perform the effort required by this TO on a Cost-Plus-Award-Fee (CPAF) basis for:

- a. Mandatory Labor CLINs 0001, 1001, 2001, 3001, and 4001

The contractor shall perform the effort required by this TO on a CR Not-to-Exceed (NTE) basis for:

- a. Long-Distance Travel CLINs 0002, 1002, 2002, 3002, and 4002
- b. Materials and Equipment CLINs 0003, 1003, 2003, 3003, and 4003
- c. Other Direct Cost (ODC) CLINs 0004, 1004, 2004, 3004, and 4004
- d. CAF CLINs 0005, 1005, 2005, 3005, and 4005

The work shall be performed in accordance with all Sections of this TO and the offeror's Basic Contract, under which the resulting TO will be placed.

B.4 SERVICES AND PRICES/COSTS

Long-distance travel is defined as travel over 65 miles from the contractor employee's duty station and/or assigned place of performance. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CAF	Contract Access Fee
CLIN	Contract Line Item Number
CPAF	Cost-Plus-Award-Fee
CR	Cost-Reimbursable
NTE	Not-to-Exceed
ODC	Other Direct Cost

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.1 BASE PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
0001	Labor (Tasks 1-9)	\$	\$	\$

CR TRAVEL, MATERIALS AND EQUIPMENT, and ODC CLINs

CLIN	Description		Total NTE Price
0002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$2,500,000
0003	Materials and Equipment Including Indirect Handling Rate _____%	NTE	\$42,000,000
0004	ODCs Including Indirect Handling Rate _____%	NTE	\$30,500,000

CAF

CLIN	Description		Total Ceiling Price
0005	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

TOTAL CEILING BASE PERIOD CLINs: \$_____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.2 FIRST OPTION PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
1001	Labor (Tasks 1-9)	\$	\$	\$

CR TRAVEL, MATERIALS AND EQUIPMENT, and ODC CLINs

CLIN	Description		Total NTE Price
1002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$2,600,000
1003	Materials and Equipment Including Indirect Handling Rate _____%	NTE	\$42,500,000
1004	ODCs Including Indirect Handling Rate _____%	NTE	\$31,400,000

CAF

CLIN	Description		Total Ceiling Price
1005	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

TOTAL CEILING FIRST OPTION PERIOD CLINs: \$ _____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.3 SECOND OPTION PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
2001	Labor (Tasks 1-9)	\$	\$	\$

CR TRAVEL, MATERIALS AND EQUIPMENT, and ODC CLINs

CLIN	Description		Total NTE Price
2002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$2,700,000
2003	Materials and Equipment Including Indirect Handling Rate _____%	NTE	\$43,800,000
2004	ODCs Including Indirect Handling Rate _____%	NTE	\$32,200,000

CAF

CLIN	Description		Total Ceiling Price
2005	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

TOTAL CEILING SECOND OPTION PERIOD CLINs: \$ _____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.4 THIRD OPTION PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
3001	Labor (Tasks 1-9)	\$	\$	\$

CR TRAVEL, MATERIALS AND EQUIPMENT, and ODC CLINs

CLIN	Description		Total NTE Price
3002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$2,800,000
3003	Materials and Equipment Including Indirect Handling Rate _____%	NTE	\$45,100,000
3004	ODCs Including Indirect Handling Rate _____%	NTE	\$33,100,000

CAF

CLIN	Description		Total Ceiling Price
3005	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

TOTAL CEILING THIRD OPTION PERIOD CLINs: \$ _____

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.5 FOURTH OPTION PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
4001	Labor (Tasks 1-9)	\$	\$	\$

CR TRAVEL, MATERIALS AND EQUIPMENT, and ODC CLINs

CLIN	Description		Total NTE Price
4002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$3,000,000
4003	Materials and Equipment Including Indirect Handling Rate _____%	NTE	\$46,500,000
4004	ODCs Including Indirect Handling Rate _____%	NTE	\$34,000,000

CAF

CLIN	Description		Total Ceiling Price
4005	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

TOTAL CEILING FOURTH OPTION PERIOD CLINs: \$ _____

GRAND TOTAL CEILING ALL CLINs: \$ _____

B.5 SECTION B TABLES

B.5.1 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

OCONUS is defined as other than the 48 contiguous states plus the District of Columbia (D.C.). The U.S. Department of State's (DoS) Bureau of Administration, Office of Allowances, publishes report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances. The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas.

Contractor personnel assigned to foreign areas may receive the allowances and benefits detailed in **Section H**, but shall not receive allowance and benefits in excess of those identified in the DSSR.

Where costs are not specifically addressed in the DSSR, the Government will reimburse the contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures, and other applicable agency specific regulatory supplements. The Federal Systems Integration and Management Center (FEDSIM) Contracting Officer's Representative (COR) and FEDSIM Contracting Officer (CO) will determine if costs are reasonable, allowable, and allocable.

B.5.2 MATERIALS AND EQUIPMENT, OTHER DIRECT COSTS (ODCs) AND LONG-DISTANCE TRAVEL HANDLING RATE

Materials and Equipment, ODCs, and Long-Distance Travel costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall not exceed the rate specified in the schedule of prices above.

B.5.3 LABOR CATEGORIES

Labor categories proposed shall be mapped to existing OASIS labor categories (**Section J, Attachment C**). Labor categories proposed by the contractor for specialized support not defined in **Section J, Attachment C** shall map to an Office of Management and Budget (OMB) Service Occupation Classifications (SOC) administered by the Bureau of Labor Statistics (BLS).

B.5.4 ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The costs to be reported under CLIN X001 are those associated with the reporting requirements specified in **Section C.5.1.1** and relate to this TO only.

B.6 INCREMENTAL FUNDING

B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION

Incremental funding in the amount of [**to be completed at award**] for CLINs [**to be completed at award**] is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through [**to be completed at award**], unless otherwise noted in **Section B**. The TO may be modified to add funds incrementally up to the maximum of [**to be completed at award**] over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

B.6.1.1 INCREMENTAL FUNDING CHART FOR CPAF

See **Section J, Attachment D** - Incremental Funding Chart (Excel Spreadsheet).

B.7 ANCILLARY SUPPORT

Ancillary Information Technology (IT) support may be required during TO performance. The FEDSIM COR will communicate all requests for ancillary support to the contractor.

B.8 AWARD FEE POOL VALUE REPORTING TABLE

The Award Fee Determination Plan (AFDP) establishes award fee. See **Section J, Attachment E** – Draft AFDP (.pdf document).

B.9 NON-SEVERABLE TECHNICAL DIRECTION LETTER (TDL) CLINS

If a USAFRICOM TDL has been determined by the Government to be non-severable, the Government will modify the TO to create a discrete set of sub-CLINs and associate them with the non-severable USAFRICOM TDL. Each non-severable TDL identified will have its own set of sub-CLINs, and the total ceiling of the sub-CLINs will not exceed the ceiling value of parent CLINs (e.g., 0001, 0002). Non-severable TDL sub-CLINs will be fully funded at time of obligation and cannot be incrementally funded.

C.1 MISSION

The United States Africa Command (USAFRICOM) is one of nine Department of Defense (DoD) Unified Combatant Commands and is responsible for military relations with African nations, the African Union, and African regional security organizations. It protects and defends the interests of the United States (U.S.) by strengthening the defense capabilities of African nations and, in cooperation with African governments, conducts military missions that increase security while deterring and defeating a variety of transnational threats. USAFRICOM's Area of Responsibility (AOR) includes over 50 countries located on the African continent and surrounding waters. To fulfill this mission, USAFRICOM, its service component commands, and its strategic and operational partners require Command, Control, Communications, Computer, Intelligence, Surveillance, and Reconnaissance (C4ISR) support.

The mission of C4ISR operations is to provide accurate, relevant, and timely information to operational and strategic decision makers. Decision superiority is the competitive advantage, enabled by an ongoing situational awareness, that allows commanders and their forces to make informed decisions and implement them as fast and effectively as the situation warrants. Decision superiority is about improving the U.S.' ability to observe, orient, decide, and act faster and more effectively than the adversary based on the information that is provided through a sophisticated IT-based system of systems. To achieve this goal through effective employment of C4ISR capabilities, it is imperative to capitalize on the interoperability existing among current C4ISR systems. To be effective, C4ISR systems must be strategic, operational, and tactical; protected from cyber-attacks; and responsive to the commander's or decision maker's needs. Intelligence, Surveillance, and Reconnaissance (ISR) products and capabilities must enable strategic, operational, and tactical users to better understand the operational environment systematically, spatially, and temporally, allowing them to orient themselves to the current and predicted situations to enable a decisive decision.

C.1.1 BACKGROUND

USAFRICOM, its service component commands, and its strategic and operational partners have a requirement for rapid reaction, special mission projects related to the integration of Irregular/Electronic Warfare Professional Services across multiple disciplines. These projects are designed to mitigate asymmetric threats in support of tactical elements deployed in various AORs. These projects support the development, integration, and operation of mission systems used for information collection that detect, identify, assess, exploit, or neutralize threats to the U.S. and its interests. The threats are not limited to counterintelligence (CI), but could also include cyberwarfare, cyberterrorism, and protection of critical infrastructure. C4ISR are often referred to as the collective whole, but the capabilities are distinct and each fulfills a different purpose.

These distinct capabilities are defined below:

- a. Command and Control (C2) is the ability to exercise authority and provide direction to an assigned or attached force in the accomplishment of the mission.
- b. Communication provides secure, robust, and effective bi-directional flow of information to enable transport of voice and/or data.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- c. Computer resources enable the secure processing, displaying, and transportation of data in support of the assigned mission.
- d. Intelligence is the product resulting from the collection, processing, integration, analysis, evaluation, and interpretation of available information concerning foreign countries or areas; it is the information and knowledge about a topic obtained through observation, investigation, and analysis.
- e. Surveillance is the systematic observation of aerospace, surface, or subsurface areas, places, persons, or things by visual, aural, electronic, photographic, or other means.
- f. Reconnaissance is a mission undertaken to obtain, by visual observation or other detection methods, information about the activities and resources of an enemy or potential enemy, or to secure data of geographic characteristics for a particular area.

C.2 SCOPE

The scope of this TO is to provide the support identified in this Performance Work Statement (PWS) to USAFRICOM, its service component commands, and its strategic and operational partners. The contractor shall support theater peacetime, crisis, and contingency operations.

The primary places of performance are the contractor's location within a 65 mile radius of Washington, D.C., and locations throughout the USAFRICOM AOR. Travel to support mission requirements in both Continental United States (CONUS) and Outside of the Continental United States (OCONUS) locations worldwide, not limited to the USAFRICOM AOR is anticipated.

C.3 CURRENT ENVIRONMENT

Currently, USAFRICOM receives support for five Contractor Owned Contractor Operated (COCO) aircraft which are located in three different locations on the African continent. Further information regarding USAFRICOM's current environment is located in **Section J, Attachment F**. In addition, a planned schedule that includes information regarding additional projects that are anticipated to occur during the Base Year period of performance of this TO are included in **Section J, Attachment AD**.

C.4 OBJECTIVE

The objective of this TO is to provide agile, innovative, and cost-effective support tailored to meet the demands associated with a dynamic global threat and security environment in order to ensure that USAFRICOM, its service component commands, and its strategic and operational partners are properly postured to meet mission critical requirements.

C.5 TASKS

The contractor shall perform the following tasks in support of this TO.

- a. Task 1 – Provide Program Management
- b. Task 2 – Transition Support
- c. Task 3 – ISR Capabilities Research and Analysis
- d. Task 4 – ISR Systems Design and Developmental Engineering
- e. Task 5 – Test, Evaluation, and Deployment of ISR Systems
- f. Task 6 – Operations and Maintenance

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- g. Task 7 – Intelligence Analysis and Assessments
- h. Task 8 – Training Support
- i. Task 9 – Cybersecurity and Information Assurance Support

C.5.1 TASK 1 – PROVIDE PROGRAM MANAGEMENT

The contractor shall provide program management support and contractor personnel resources necessary to support this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors and teaming partners, to satisfy the requirements identified in this TO.

The contractor shall institute and maintain industry best-practice standards, processes, and methodologies. Should the contractor encounter any technical, security, financial, personnel, or general managerial problems throughout the TO period of performance, the contractor shall immediately contact the FEDSIM COR and USAFRICOM Technical Point of Contact (TPOC).

C.5.1.1 SUBTASK 1 – ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this TO via Enterprise Contractor Manpower Reporting Application (ECMRA) which is a secure data collection site. The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor that was executed during the Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the support desk at: <http://www.ecmra.mil/>.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

C.5.1.2 SUBTASK 2 – COORDINATE A TO KICK-OFF MEETING

The contractor shall schedule, coordinate, and host a TO Kick-Off Meeting at a location approved by the Government (**Section F, Deliverable 02**). The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization, invoicing, and reporting procedures. At a minimum, the attendees shall include the FEDSIM CO, contractor Key Personnel, representatives from USAFRICOM, other key Government personnel, the USAFRICOM TPOC, and the FEDSIM COR.

The contractor shall provide a TO Kick-Off Meeting Agenda (**Section F, Deliverable 01**) prior to the meeting for review and approval by the FEDSIM COR and the USAFRICOM TPOC. The agenda shall include, at a minimum, the following topics:

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- a. Introduction of team members and personnel to include roles, responsibilities, and lines of communication between the contractor and the Government.
- b. Transition discussion.
- c. Security discussion and requirements (i.e., clearance transfers, building access, badges, Common Access Cards (CACs)).
- d. Project Management Plan (PMP) discussion including schedule, tasks, etc.
- e. Staffing Plan and status.
- f. Financial forecasting/tracking and invoicing requirements (**Section C.5.1.10 and Section G.3**).
- g. TO portal strategy (**Section C.5.1.9**).
- h. Updated Mission-Essential Contractor Services Plan (**Section H.22**).
- i. Status update of the offeror's Commercial Aircraft Insurance Policy (**Section H.24**)

The Government will provide the contractor with the number of Government participants for the TO Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting Minutes Report (**Section F, Deliverable 03**) documenting the TO Kick-Off Meeting discussion and capturing any action items.

C.5.1.3 SUBTASK 3 – PREPARE A PROJECT MANAGEMENT PLAN (PMP)

The contractor shall document all support requirements in a PMP. The contractor shall provide the Government with a Draft PMP (**Section F, Deliverable 04**) on which the Government will make comments. The Final PMP (**Section F, Deliverable 05**) shall incorporate the Government's comments.

At a minimum, the PMP shall:

- a. Describe the proposed management approach and contractor organizational structure.
- b. Provide for an overall Work Breakdown Structure (WBS) with a minimum of three levels and associated responsibilities and partnerships between or among Government organizations.
 - 1. The WBS shall identify all technical activities at a level of detail sufficient for the contractor to manage the work.
 - 2. Each WBS element shall be accompanied by a description and expected result(s).
 - 3. Each WBS element shall include an estimate of the Level of Effort (LOE) required by labor category and associated cost.
- c. Contain detailed Standard Operating Procedures (SOPs) for all tasks and processes that require Government involvement and/or approval.
- d. Include milestones, tasks, and subtasks required in this TO.
- e. Describe in detail the contractor's approach to risk management under this TO.
- f. Describe in detail the contractor's approach to communications, including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

The PMP is an evolutionary document that shall be updated annually at a minimum or as changes in the program occur. The contractor shall work from the latest Government-approved version of the PMP.

C.5.1.4 SUBTASK 4 – QUALITY ASSURANCE

The contractor shall provide a Draft Quality Control Plan (QCP) (**Section F, Deliverable 06**) on which the Government will make comments. The Final QCP (**Section F, Deliverable 07**) shall incorporate the Government's comments. Within the QCP, the contractor shall identify its approach for providing quality control in meeting the requirements of the TO. The contractor's QCP shall describe its quality control methodology for accomplishing TO performance expectations and objectives. The contractor shall fully discuss its validated processes and procedures to provide high quality performance for each Task Area. The QCP shall describe how the contractor's processes integrate with the Government's requirements.

The contractor shall periodically update the QCP, as required as changes in program processes are identified.

C.5.1.5 SUBTASK 5 – PREPARE A MONTHLY STATUS REPORT (MSR)

The contractor shall develop and provide an MSR (**Section F, Deliverable 08**). The MSR shall, at a minimum, include the following:

- a. For each task and/or project, the activities and deliverables supported and/or completed during the previous month (include on-going activities, new activities, and activities completed, and progress to date on all above mentioned activities). This includes a list of all deliverables delivered during this period and status of Government approval. This includes the status of maintenance activities that occurred during the reporting period (**Section C.5.6.2**).
- b. Identified issues or concerns and the proposed resolution.
- c. Problems encountered and corrective actions taken.
- d. Updated personnel roster that also specifically identifies any gains, losses, and status changes (security clearance, etc.).
- e. Government actions required.
- f. Schedule (identify major tasks, milestones, and deliverables and the planned and actual start and completion dates for each).
- g. Summary of trips taken and conferences attended for reporting period.
- h. Financial status:
 1. Costs incurred at the project and CLIN level, broken out by prime contractor, subcontractor(s), and teaming partner(s), through the previous month.
 2. Costs invoiced at the project and CLIN level, broken out by prime contractor, subcontractor(s), and teaming partner(s), through the previous month.
 3. Projected costs to be incurred at the project and CLIN level, broken out by prime contractor, subcontractor(s), and teaming partner(s), for the current month.
- i. Recommendations for changes, modifications, or improvements to tasks or processes.
- j. Changes to the PMP.

C.5.1.6 SUBTASK 6 – CONVENE TECHNICAL STATUS MEETINGS

The contractor PM shall convene a monthly Technical Status Meeting (**Section F, Deliverable 09**) with the USAFRICOM TPOC, FEDSIM COR, and other Government stakeholders. The purpose of this meeting is to ensure all stakeholders are informed of the monthly activities and MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The contractor's Task Order Program Manager (TOPM) shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, i.e., Technical Status Meeting Minutes (**Section F, Deliverable 10**), to the FEDSIM COR within five workdays following the meeting.

C.5.1.7 SUBTASK 7 – PREPARE TRIP REPORTS

The Government will require a Trip Report (**Section J, Attachment G**) for all travel charged to the TO (**Section F, Deliverable 11**). The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, Government approver(s), location of travel, duration of trip, total cost of the trip, and Point of Contact (POC) at the travel location. Trip reports shall also contain a detailed description of the purpose of the trip and any knowledge gained.

C.5.1.8 SUBTASK 8 – PROVIDE MEETING REPORTS

The contractor shall provide Meeting Reports (**Section F, Deliverable 12**), as requested by the Government, to document meetings. The Meeting Reports shall, at a minimum, include the following information:

- a. Meeting attendees and their contact information and organization.
- b. Meeting date and location.
- c. Meeting agenda.
- d. Purpose of meeting.
- e. Summary of what transpired (issues and risks discussed, decisions made, deliverables submitted, deliverable approval status, and action items assigned).
- f. Conclusion.
- g. Recommendation(s).
- h. Next scheduled event(s) impacting or impacted by the meeting.

C.5.1.9 SUBTASK 9 – DEVELOP AND MAINTAIN A TO PORTAL

The contractor shall develop and maintain an unclassified TO portal that both Government-approved contractor personnel and Government personnel can access worldwide via unique user identification and password. The TO portal shall not be CAC-enabled and shall be a cloud-based solution available to users with a .mil or a .gov account. The contractor shall provide the Government with a Recommended Portal Strategy (**Section F, Deliverable 13**) at the TO Kick-Off Meeting for FEDSIM COR and USAFRICOM TPOC approval. At a minimum, the strategy should include technical requirements, a schedule, and assumptions.

The objective of the TO portal is to introduce efficiencies and ensure coordinated service delivery. At a minimum, the TO portal shall serve as a repository for all unclassified TO deliverables and financial tracking data to include financial forecasts. The portal shall also

include a workflow process that automates the contractor's submission of Requests to Initiate Purchases (RIPs), Travel Authorization Requests (TARs), and Trip Reports. This workflow process shall also allow the FEDSIM COR, USAFRICOM TPOC, and other Government personnel to provide digital concurrence and approval for RIPs, TARs, and Trip Reports.

C.5.1.10 SUBTASK 10 – FINANCIAL FORECASTING AND TRACKING

The Government anticipates that funding will be received from multiple sources and financial data will need to be tracked at the Military Interdepartmental Purchase Request (MIPR), funding source, or project level. The contractor shall work with the FEDSIM COR and USAFRICOM TPOC to determine, for each task or project, the level of financial tracking required. For each task or project, the contractor shall create a Financial Forecast (**Section F, Deliverable 14**) for each TO period of performance that details the anticipated monthly costs by CLIN. The contractor shall set the baseline at the start of each TO period of performance and update the forecasts monthly, at a minimum, as costs are incurred, or as requirements change.

The contractor shall present a draft proposed format for the financial forecast at the TO Kick-Off meeting for FEDSIM COR and USAFRICOM TPOC approval and shall utilize the Government-approved format.

C.5.1.11 – SUBTASK 11 – CONDUCT TDL KICK-OFF MEETINGS

Following approval of the TDL, the contractor shall schedule, coordinate, and host a TDL Kick-Off Meeting (**Section F, Deliverable 15**) for each C4ISR TDL at the location approved by the Government. At the Government's discretion, the TDL Kick-Off Meeting may be held virtually. The meeting shall provide an introduction between the contractor personnel and Government personnel who will be involved with the project. The meeting will provide the opportunity to discuss technical, management, and security issues, as well as travel authorization and reporting procedures required for the project. At a minimum, the attendees shall include contractor Key Personnel, representatives from USAFRICOM, other relevant Government personnel, the USAFRICOM TPOC, and the FEDSIM COR.

Prior to the TDL Kick-Off Meeting, the contractor shall provide a TDL Kick-Off Meeting Agenda (**Section F, Deliverable 16**) for review and approval by the USAFRICOM TPOC prior to finalizing. The agenda shall include, subject to guidance from the USAFRICOM TPOC, the following topics/deliverables:

- a. POCs for all parties.
- b. Draft TDL Plan in accordance with **Section C.5.1.12 (Section F, Deliverable 17)**.

The Government will provide the contractor with the number of Government participants for each TDL Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide TDL Kick-Off Meeting Minutes (**Section F, Deliverable 18**) documenting the Project Kick-Off Request Meeting discussion and capturing any action items.

C.5.1.12 – SUBTASK 12 – PROJECT MANAGEMENT

The contractor shall provide project management support for each TDL under this TO. The USAFRICOM TPOC and FEDSIM COR will communicate all requests for project support to the contractor. The contractor shall prepare a TDL Plan for each project identified by the USAFRICOM TPOC and FEDSIM COR. The contractor shall tailor the requirements for each TDL Plan to match the complexity of the project requirements. The contractor shall provide the Government with a Draft TDL Plan at the TDL Kick-Off Meeting. The Final TDL Plan (**Section F, Deliverable 19**) shall incorporate the Government's comments. The contractor shall provide support in accordance with the PMP and the latest Government approved TDL Plan. The TDL Plan is an evolutionary document that shall be updated by the contractor as elements of the project change.

At a minimum, the TDL Plan shall include the following:

- a. Implementation plan/strategy which defines the project specifications, structure, requirements, activities, conditions, risks, mitigations, and schedule from project inception through project closeout. All project milestones shall be detailed with clear, unambiguous targets.
- b. A WBS may be required for some projects, the USAFRICOM TPOC and FEDSIM COR will specify which project(s) require a WBS and the required WBS level. The WBS shall have the appropriate amount of detail in order to provide clear instructions to the personnel supporting the project and shall include a detailed and reasonable estimate of the total time and effort involved.
- c. Project staffing and resource profile.
- d. Travel and security considerations.
- e. Communication and roles and responsibilities framework to ensure both the contractor and the Government are able to efficiently and effectively monitor progress and receive early warning of potential issues.
- f. Sequence diagrams and/or a Program Evaluation and Review Technique (PERT) chart (if applicable).
- g. Detailed project cost estimate [Rough Order of Magnitude (ROM)] broken out by CLIN.

The contractor shall notify the USAFRICOM TPOC and FEDSIM COR once the work required under a TDL is complete. Once the USAFRICOM TPOC and FEDSIM COR have concurred that the work required under the TDL is complete, the contractor shall conduct a post-project review and provide the Government with an After Action Report (**Section F, Deliverable 20**) that, at a minimum, outlines the following:

- a. Success factors and if/how they were met.
- b. Project transition considerations.
- c. Financial data.
- d. Recommendations for future consideration.
- e. Lessons Learned.

C.5.2 TASK 2 – TRANSITION SUPPORT

C.5.2.1 SUBTASK 1 – TRANSITION-IN

The contractor shall update the Draft Transition-In Plan provided with its proposal and provide a Final Transition-In Plan as required in Section F (**Section F, Deliverable 21**).

The contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. The contractor shall implement its Final Transition-In Plan No Later Than (NLT) ten calendar days after award, and all transition activities shall be completed 90 calendar days after approval of Final Transition-In Plan.

C.5.2.2 SUBTASK 2 – TRANSITION-OUT

The contractor shall provide transition-out support when required by the Government. The Final Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the TO.

The contractor shall provide a Draft Transition-Out Plan (**Section F, Deliverable 22**) within six months of Task Order Project Start (PS). The Government will work with the contractor to finalize the Transition-Out Plan (**Section F, Deliverable 23**) in accordance with Section E. At a minimum, this Final Transition-Out Plan shall be reviewed and updated on an annual basis. Additionally, the Final Transition-Out Plan shall be reviewed and updated quarterly during the final Option Period.

In the Final Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes.
- b. Points of contact.
- c. Location of technical and project management documentation.
- d. Status of ongoing technical initiatives.
- e. Appropriate contractor to contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel.
- g. Schedules and milestones.
- h. Actions required of the Government.

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless Transition-Out.

The contractor shall implement its Transition-Out Plan NLT six months prior to expiration of the TO.

C.5.3 TASK 3 – ISR CAPABILITIES RESEARCH AND ANALYSIS

The contractor shall research, analyze, and evaluate emerging ISR technologies. This support could include developing custom identification, collection, interpretation, and evaluation methods in order to assess ISR technologies. The contractor shall employ technologies such as

Cloud, Big Data, mobility, and cyber, as well as emanating radiation, acoustic, optical, or other types of sensors for the purposes of processing/exploitation/dissemination of ISR data. The contractor shall support activities that could include, but are not limited to, the following:

- a. Conducting research and analysis of current and future ISR capabilities, requirements, deployments, and integration; ISR advanced concepts and technologies; system and subsystem platform integration; application of applied physics; analysis of electrical designs; analysis of mechanical concepts; analysis of acoustic noise and sonar systems; and analysis of target illumination, detection, characterization, and classification.
- b. Conducting research and analysis to support the development of ISR technologies directly responsive to special warfare related ISR requirements.
- c. Conducting research and analysis and provide an ISR Design and Development Recommendation Report (**Section F, Deliverable 24**) that provides recommendations to the Government to support the design and development of ISR systems, subsystems, associated equipment, and programs.
- d. Conducting data analysis and provide a Strategic Concept Development Report (**Section F, Deliverable 25**) that provides technical recommendations to the Government for the enhancement of strategic concept development.
- e. Identifying, exploiting, and manipulating current and emerging ISR technologies.
- f. Establishing and supporting C4ISR, Cloud, Big Data, and cyber system technology insertion initiatives including the transfer and transition of existing and emerging ISR technologies.
- g. Providing systems engineering and integration support to C4ISR and other initiatives, including the development of systematic situation analyses, trade-off analyses, problem and potential problem analyses, decision analyses, risk analyses, tactics analyses, mission analyses, and strategy analyses, i.e., Systems Engineering and Integration Analyses (**Section F, Deliverable 26**) associated with systems engineering and integration.
- h. Providing human systems integration analysis and design solutions for ISR systems.
- i. Researching, analyzing, designing, developing, fabricating, integrating, testing, delivering, and installing test capability software.
- j. Analyzing system support requirements and documenting the analysis and findings for the Government in a Systems Support Requirements Document (**Section F, Deliverable 27**).
- k. Assisting the Government with research regarding the potential utilization and effectiveness of Commercial Off-The-Shelf (COTS) and Government Off-The-Shelf (GOTS) hardware and software.

C.5.4 TASK 4 – ISR SYSTEMS DESIGN AND DEVELOPMENT ENGINEERING

The contractor shall develop, engineer, and integrate C4ISR subsystems and sensors for use in the collection, processing, exploitation, and dissemination of ISR data and/or to support critical infrastructure. The contractor shall support the full lifecycle of ISR data and critical infrastructure. The contractor shall support activities that could include, but are not limited to, the following:

- a. Developing the detailed designs of ISR systems and subsystems in an ISR Systems Design Document (**Section F, Deliverables 28 and 29**) in coordination with the Government. The designs shall include ISR and Subsystems to include unique subsystem components that could include devices associated with detection, characterization, and classification of ISR information using radiation, acoustic, optical, or other types of sensors.
- b. Updating and delivering Modernized Equipment Technical Documentation (**Section F, Deliverable 30**) that reflects the modernized equipment configuration. This technical documentation shall include updating engineering drawings, provisioning documentation, software documentation, source code, and technical instructions.
- c. Developing Analysis Verification and Validation Documentation (**Section F, Deliverable 31**) that supports analysis verification and validation of ISR systems.
- d. Completing non-recurring engineering and logistics data development activities to support intermediate and depot maintenance and related support infrastructure requirements for ISR systems and subsystems.
- e. Developing and modifying Digital Imagery and Video Analysis Software (**Section F, Deliverable 32**) in accordance with the standards required for interoperability.
- f. Developing Image and Video Manipulation Software (**Section F, Deliverable 33**) for image and video manipulation functions, enhancement tools, and improvement methods.
- g. Developing Concept of Operations (CONOPS) (**Section F, Deliverable 34**) and Technical Testing Approaches (**Section F, Deliverable 35**) for operational testing purposes. At a minimum, CONOPS shall address specific requirements, specifications, Government-Furnished Property (GFP), Contractor-Furnished Equipment (CFE), GOTS software, COTS software, and locally fabricated integration components.
- h. Developing and modifying Sensor Data Fusion Software (**Section F, Deliverable 36**). Sensor data fusion software is used to create database applications, as well as to accommodate computer hardware and operating system changes. The software supports database management software, data analysis software, and database content exchange between systems acting as a bridge between different technologies.
- i. Supporting the development, engineering, and integrating of any additional subsystem and sensors in order to enable the Government to transform data into information that can be readily disseminated and used, transmitted, and exploited by Government and/or contractor analysts.

C.5.5 TASK 5 – TEST, EVALUATION, AND DEPLOYMENT OF ISR SYSTEMS

The contractor shall conduct testing, evaluation, and deployment of ISR systems. The contractor shall support activities that could include, but are not limited to, the following:

- a. Performing installation and checkout for all subsystems and sensors.
- b. Researching and analyzing software anomalies and updating, integrating, testing, and delivering software corrections to ensure legacy capabilities are not degraded.
- c. Ensuring that current software is capable of functioning with legacy capabilities currently processed by the Government.

- d. Implementing advanced systems to improve data communication and aid quick dissemination of critical information. Integrating information from single or multiple sources with related information that enables the Government and/or contractor to evaluate the integrity of the information.
- e. Developing Analysis Test Reports (**Section F Deliverable 37**) describing, at a minimum, the analysis conducted and an evaluation of the test results.
- f. Implementing system configuration and layout, component selection, software code, and electronic printed circuit board designs.
- g. Providing integration, operations, and technical support of ISR systems, subsystems, and associated equipment. Integration support includes, but is not limited to, the integration of subsystem and sensors with models, software, hardware, firmware, COTS items, integrated systems, and subsystems.

C.5.6 TASK 6 – OPERATIONS AND MAINTENANCE

C.5.6.1 SUBTASK 1 – OPERATIONS

The contractor shall support operational customers with the collection of ISR data. Data collection in the domains of air, ground, and maritime (whether by manned or unmanned tools or systems) is not limited to the use of ISR equipment, and it also includes additional methods such as field surveys, as required and specified by the Government. The contractor shall interface directly with operational customers to provide technical support with the use of specialized ISR equipment. The contractor shall provide the full scope of technical support which could include on-site maintenance, repair, logistics support, and the operation of ISR equipment developed and fielded. The contractor shall support activities that could include, but are not limited to, the following:

- a. Developing Ground Operating Procedures (GOP) (**Section F, Deliverable 38**) and Flight Operating Procedures (FOP) (**Section F, Deliverable 39**).
- b. Providing a CONOPS Analysis (**Section F, Deliverable 40**) and recommending the most viable concepts to the Government.
- c. Demonstrating and evaluating the proposed rapid reaction technologies for each Government-approved CONOPS.
- d. Providing expert level analysis and assessment of ISR, command and control systems, and other emerging technical efforts.
- e. Developing SOPs and Processes (**Section F, Deliverable 41**), leveraging knowledge management and industry best practices, associated with system operations and mission areas.
- f. Developing Technical Performance and Evaluation Plans (**Section F, Deliverable 42**) to support the rapid insertion of one or more capabilities into an operational environment(s).
- g. Identifying, coordinating, and positioning resources, for each Government-approved CONOPS, during system and subsystem development and testing to satisfy intelligence requirements.
- h. Developing and managing a Collection Plan (**Section F, Deliverable 43**), once data has been verified and validated by the Government that integrates requirements with target characteristics.

C.5.6.2 SUBTASK 2 – MAINTENANCE

The contractor shall provide maintenance support for ISR systems and equipment. The contractor shall manage warranty and maintenance agreements for all equipment and software that require warranty and maintenance contracts. To mitigate service disruptions, all equipment shall remain covered by maintenance agreements while in use or in service of this TO.

Additionally, the contractor shall provide notification regarding all future maintenance coverage requirements. The contractor shall support activities that could include, but are not limited to, the following:

- a. Designing, obtaining, installing, configuring, and maintaining systems and equipment including, but not limited to, sensors, battlefield management infrastructure, decision support software, and other related capabilities, as required by the Government.
- b. Modernizing infrastructure through the replacement of computer processors and peripheral equipment, updating required operating systems and control and support software, and upgrading interface test adapter and ancillary equipment hardware and software.
- c. Supporting sensor storage and providing maintenance and logistics processing for non-deployable systems.

C.5.6.3 SUBTASK 3 – LOGISTICS SUPPORT

The contractor shall provide logistics support for deployed operational, maintenance, and logistics personnel. The contractor shall integrate product support elements to develop and maintain a cost effective and feasible Product Support Strategy (**Section F, Deliverable 44**). This support shall include systems acquisition management best practices to ensure product support strategies are designed to ensure cost effective sensor/IT Data Collection Systems, across the product's life cycle. In addition, the contractor shall consider and implement processes, as appropriate, that ensure each of the following 12 Integrated Product Support (IPS) Elements are optimized to program objectives: Product Support Management, Design Interface, Sustaining Engineering, Supply Support, Support Equipment, Packaging Handling Storage and Transportation, Computer Resources, Manpower and Personnel, Maintenance Planning and Management, Training and Training Support, Facilities and Infrastructure, and Technical Data Management. In addition, the contractor's Product Support Strategy shall ensure all elements are effectively weighted for the program and include considerations to efficiently and rapidly integrate new technologies across platforms, and provide proper methods of disposition for old or unused technology.

C.5.7 TASK 7 – INTELLIGENCE ANALYSIS AND ASSESSMENT

The contractor shall work in conjunction with the Government to provide all source intelligence analysis of the Full Motion Video (FMV) data and all other data and information collected via ISR operations in order to provide a measured, well-informed, and timely response to various threats. This task refers to the analysis conducted both real time during the operation and analysis conducted following the operation. The contractor shall prepare Strategic Capabilities Assessment Reports (**Section F, Deliverable 45**) which contain the results of research conducted, describe the analysis performed, and include any proposed recommendations.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

The contractor shall utilize available industry data, including market data available for purchase, outside reports, and other data provided by the requested agency, to identify socio-economic trends within a geopolitical region. Where standard data tools, such as those primary research methods listed above, are not available, the contractor shall be required to conduct non-traditional forms of primary research, such as surveys.

C.5.8 TASK 8 – TRAINING SUPPORT

The contractor shall develop Training Documentation (**Section F, Deliverable 46**) containing materials and manuals, and coordinate and provide training for demonstrations, exercises, operational systems training, and mission training. At a minimum, operational systems training shall address operator and/or maintainer interfaces with the system, including normal and degraded modes of operation in order to ensure users' ability to operate the systems delivered. Additionally, at a minimum, mission training shall include the operating environment, threats, political concerns, and special operating considerations. Finally, at a minimum, cyber security training shall address Computer Network Defense (CND), Information Assurance (IA), and Certification and Accreditation (C&A) topics.

The contractor shall deliver all modes of training including classroom, on-the-job, and distance learning at Government and contractor sites worldwide. Additionally, the contractor may be required to deliver training in languages other than English. Other languages could include, but are not limited to: French, Spanish, Portuguese, German, and Arabic. Historically, approximately ten percent of training conducted has been delivered in a foreign language.

C.5.9 TASK 9 - CYBERSECURITY AND INFORMATION ASSURANCE (IA) SUPPORT

The contractor shall provide cybersecurity and IA services to support C4ISR activities conducted under the scope of this TO. The contractor shall provide technological responses that prevent, detect, and respond to cyber threats and conduct research and analysis of actionable cyber threats requiring a rapid response. The contractor shall support all IA officer responsibilities in accordance with the DoD Special Access Program (SAP) Program Manager's (PM) Handbook to the Joint Special Access Program Implementation Guide and the Risk Management Framework and the Intelligence Community (IC) Directive (ICD) 503, Intelligence Community Information Technology Systems Security, Risk Management, Certification, and Accreditation. The contractor shall provide IA support to the Government for classified activities, establish and maintain accreditation for all information systems or equipment operating within a classified environment, and develop and maintain System Security Plans (**Section F, Deliverable 47**) outlining security operating procedures. All support provided by the contractor shall be in accordance with all applicable DoD cyber security policies and standards.

The contractor shall support activities that could include, but are not limited to, the following:

- a. Assisting the Government with developing Sanitation and Secure Data Extraction Programs (**Section F, Deliverable 48**) for all media, security incident cleanup plans, system certification testing plans, vulnerability testing, and protection measure procedures.

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- b. Maintaining continuous control and accountability of all hardware and software, operated and maintained by the contractor that is entered into and removed from classified facilities.
- c. Identifying requirements for fielding and supporting encryption and cryptological equipment and keys for classified networks.
- d. Providing day-to-day security management and oversight for classified activities performed by contractor personnel, including sensitive documents, data, and equipment.
- e. Managing the use, processing, and disposition of sensitive items.
- f. Supporting the Government's cybersecurity efforts in such areas as accreditation, security plans, defensive operations, outlining security operating procedures, and security training.
- g. Assisting the Government with the project development and execution of cyber concepts and cyber strategy.
- h. Supporting cyber system and software development and cyber demonstrations, tests, and user evaluations.
- i. Providing System Vulnerability Assessment Reports (**Section F, Deliverable 49**).
- j. Supporting the design, development, operations, maintenance, and upgrade of Government cyber lab capabilities.
- k. Providing anti-tamper expertise to deter the reverse engineering and exploitation of critical technology.
- l. Implementing anti-tamper technologies throughout the Integrated Defense Acquisition, Technology, and Logistics Lifecycle Management Framework.
- m. Conducting Computer Network Defense (CND) for classified and unclassified networks and supporting the Government with the establishment and operations and maintenance of CND environment(s).
- n. Conducting both manual and automated software code reviews.
- o. Developing Risk Findings Reports (**Section F, Deliverable 50**) that, at a minimum, include recommended mitigation actions as well as risk mitigation and acceptance recommendations.

SECTION D - PACKAGING AND MARKING

This page intentionally left blank.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the FEDSIM COR and the USAFRICOM TPOC. Inspection and acceptance of deliverables will occur in Washington, D.C., Patuxent River Naval Air Station, Maryland, and Stuttgart, Germany.

E.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR and USAFRICOM TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the TO and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

E.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in **Section F**) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

SECTION E - INSPECTION AND ACCEPTANCE

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM CO/COR will provide written notification of acceptance or rejection (**Section J, Attachment H**) of all final deliverables within 15 workdays (unless specified otherwise in **Section F**). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this TO, the Government will document the issues associated with the non-conforming products or services in the Award Fee Determination Report, and there will be an associated impact to the award fee earned.

F.1 PERIOD OF PERFORMANCE

The period of performance for this TO is a 12-month base period followed by four, 12-month option periods.

Base Period: TBD at award.

First Option Period: TBD at award.

Second Option Period: TBD at award.

Third Option Period: TBD at award.

Fourth Option Period: TBD at award.

F.2 PLACE OF PERFORMANCE

The place of performance for Task 1 – Provide Program Management is at the contractor-site within a 65 mile radius of Washington, D.C. In addition the primary location of technical tasks (Tasks 2 through 9) includes USAFRICOM AOR and locations specific to each TDL. Travel to support mission requirements in both CONUS and OCONUS locations worldwide, not limited to the USAFRICOM AOR is anticipated. Additional information regarding the places of performance can be found in **Section J, Attachment AD**.

F.3 TASK ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule:

DEL: Deliverable

IAW: In Accordance With

N/A: Not Applicable

NLT: No Later Than

TOA: Task Order Award

All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Data Rights Clause - Abbreviations in the Gov't Rights column of the table below shall be interpreted as follows:

UR: Unlimited Rights, per Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and 252.227-7014.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

SECTION F – DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
	Project Start (PS)			10 workdays after TOA	N/A
01	TO Kick-Off Meeting Agenda	0001	C.5.1.2	NLT 3 workdays prior to Kick-Off Meeting	UR per DFARS 252.227-7013
02	Kick-Off Meeting	0001	C.5.1.2	Within 15 workdays of TOA	N/A
03	Kick-Off Meeting Minutes Report	0001	C.5.1.2	NLT 5 workdays after Kick-Off Meeting	UR per DFARS 252.227-7013
04	Draft PMP	0001	C.5.1.3	At Project Kick-Off Meeting	UR per DFARS 252.227-7013
05	Final PMP	0001	C.5.1.3	NLT 5 workdays after Government comment and updated annually or as needed	UR per DFARS 252.227-7013
06	Draft QCP	0001	C.5.1.4	NLT 10 workdays after Project Kick-Off Meeting	UR per DFARS 252.227-7013
07	Final QCP	0001	C.5.1.4	NLT 5 workdays after Government comment and updated periodically	UR per DFARS 252.227-7013
08	Monthly Status Report	X001	C.5.1.5	Monthly 10 th calendar day of the next month)	UR per DFARS 252.227-7013
09	Monthly Technical Status Meeting	X001	C.5.1.6	Monthly	UR per DFARS 252.227-7013

SECTION F – DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
10	Monthly Technical Status Meeting Minutes	X001	C.5.1.6	5 workdays of Monthly Technical Status Meeting	UR per DFARS 252.227-7013
11	Trip Report	0001	C.5.1.7	NLT 10 workdays after completion of trip	UR per DFARS 252.227-7013
12	Providing Meeting Reports	X001	C.5.1.8	Per PMP	N/A
13	Recommended Portal Strategy	0001	C.5.1.9	At Project Kick-Off Meeting	UR per DFARS 252.227-7013
14	Financial Forecast	0001	C.5.1.10	Monthly	N/A
15	TDL Kick-Off Meeting	X001	C.5.1.11	Per PMP	N/A
16	TDL Kick-Off Meeting Agenda	X001	C.5.1.11	NLT 3 workdays prior to the Project Requirement Kick-Off Meeting	UR per DFARS 252.227-7013
17	Draft TDL Plan	X001	C.5.1.11	At Project Requirement Kick-Off Meeting	UR per DFARS 252.227-7013
18	TDL Kick-Off Meeting Minutes	X001	C.5.1.11	NLT 5 workdays after Project Requirement Kick-Off Meeting	N/A
19	TDL Plan	X001	C.5.1.12	10 workdays after receipt of Government comments and updated periodically	UR per DFARS 252.227-7013
20	After Action Report	X001	C.5.1.12	Per PMP	UR per DFARS 252.227-7013

SECTION F – DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
21	Final Transition-In Plan	0001	C.5.2.1	NLT 20 calendar days after TOA	UR per DFARS 252.227-7013
22	Draft Transition-Out Plan	0001	C.5.2.2	NLT 6 months after project start.	UR per DFARS 252.227-7013
23	Final Transition-Out Plan	0001	C.5.2.2	Reviewed and updated annually and then quarterly in the final option period	UR per DFARS 252.227-7013
24	ISR Design and Development Recommendation Report	X001	C.5.3	Per PMP	UR per DFARS 252.227-7013
25	Strategic Concept Development Report	X001	C.5.3	Per PMP	UR per DFARS 252.227-7013
26	Systems Engineering and Integration Analyses	X001	C.5.3	Per PMP	UR per DFARS 252.227-7013
27	Systems Support Requirements Document	X001	C.5.3	Per PMP	UR per DFARS 252.227-7013
28	ISR Systems Design Document	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
29	ISR System Source Code	X001	C.5.4	Per PMP	UR per DFARS 252.227-7014

SECTION F – DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
30	Modernized Equipment Technical Documentation	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013 and 252,227-7014
31	Analysis Verification and Validation Documentation	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
32	Digital Imagery and Video Analysis Software	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
33	Image and Video Manipulation Software	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
34	Rapid Reaction Technology Concept of Operations	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
35	Technical Testing Approaches	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
36	Sensor Data Fusion Software and Source Code	X001	C.5.4	Per PMP	UR per DFARS 252.227-7014
37	Analysis Test Reports	X001	C.5.5	Per PMP	UR per DFARS 252.227-7013
38	Ground Operating Procedures	X001	C.5.6.1	Per PMP	N/A

SECTION F – DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
39	Flight Operating Procedures	X001	C.5.6.1	Per PMP	N/A
40	CONOPS Analysis	X001	C.5.6.1	Per PMP	UR per DFARS 252.227-7013
41	SOPs and Processes	X001	C.5.6.1	Per PMP	UR per DFARS 252.227-7013
42	Technical Performance and Evaluation Plans	X001	C.5.6.1	Per PMP	UR per DFARS 252.227-7013
43	Collection Plan	X001	C.5.6.1	Per PMP	UR per DFARS 252.227-7013
44	Product Support Strategy	X001	C.5.6.3	Per PMP	N/A
45	Strategic Capabilities Assessment Reports	X001	C.5.7	Per PMP	UR per DFARS 252.227-7013
46	Training Documentation	X001	C.5.8	Per PMP	UR per DFARS 252.227-7013
47	System Security Plan	X001	C.5.9	Per PMP	UR per DFARS 252.227-7013
48	Sanitation and Secure Data Extraction Programs	X001	C.5.9	Per PMP	UR per DFARS 252.227-7013

SECTION F – DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
49	System Vulnerability Assessment Reports	X001	C.5.9	Per PMP	UR per DFARS 252.227-7013
50	Risk Finding Reports	X001	C.5.9	Per PMP	UR per DFARS 252.227-7013
51	Copy of TO (initial award and all modifications)	0001	F.4	Within 10 workdays of award	N/A
52	Reserved				
53	Reserved				
54	Equipment and Material and ODC Charges Spreadsheet	X001	G.3.2	With Invoice	N/A
55	Invoice Backup Data for Travel Charges Spreadsheet	X001	G.3.3	With Invoice	N/A
56	Updated Mission-Essential Contractor Services Plan	0001	H.2.2	At TO Project Kick-Off Meeting	N/A
57	Final Mission-Essential Contractor Services Plan	0001	H.2.2	NLT 10 working days after TO Project Kick-Off Meeting	N/A
58	Contractor Personnel List	0001, X001	H.22.7	NLT 15 working days after TO Project Kick-Off Meeting and Updated as Necessary	N/A

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable

shall contain any proprietary markings inconsistent with the Government’s data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with DFARS 252.227-7013 and 252.227-7014.

F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO’s execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (**Section F, Deliverable 51**). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor’s proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the USAFRICOM designated repository; and, for deliverables in the TO Portal (**Section C.5.1.9**). All information in the TO Portal shall be at the unclassified level. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- | | |
|-----------------|---------------------|
| a. Text | Microsoft (MS) Word |
| b. Spreadsheets | MS Excel |
| c. Briefings | MS PowerPoint |
| d. Drawings | MS Visio |
| e. Schedules | MS Project |

F.6 PLACE(S) OF DELIVERY

Unclassified deliverables or correspondence shall be delivered to the FEDSIM COR at the following address:

GSA FAS AAS FEDSIM
ATTN: Jeffrey Smith, COR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 501-1485
Email: jeffreyc.smith@gsa.gov

SECTION F – DELIVERIES OR PERFORMANCE

Copies of all deliverables and all classified deliverables shall also be delivered to the USAFRICOM TPOC. The USAFRICOM TPOC name, address, and contact information will be provided at award.

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a PNR (**Section J, Attachment I**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (**Section J, Attachment A**). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO.

G.1.1 CONTRACT ADMINISTRATION

Contracting Officer:

Tommy Thomas
GSA FAS AAS FEDSIM (QF0B)
819 Taylor Street
Fort Worth, TX 76102
Telephone: (817) 301-6083
Email: tommy.thomas@gsa.gov

Contracting Officer’s Representative:

Jeffrey Smith
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 407-2187
Email: jeffreyc.smith@gsa.gov

Technical Point of Contact:

Provided after award.

G.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order Number: *(from GSA Form 300, Block 2)*
Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*
FEDSIM Project Number: DE00941
Project Title: USAFRICOM C4ISR Support

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM’s electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into Central Invoice Services (CIS) in the ASSIST Portal. Summary charges on invoices shall match the

SECTION G – CONTRACT ADMINISTRATION DATA

charges listed in CIS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category the FEDSIM COR may require the contractor to submit a written “hardcopy” invoice with the client’s certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

If there are any issues submitting an invoice, contact the Assisted Acquisition Services Business Systems (AASBS) Help Desk for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov.

G.3 INVOICE REQUIREMENTS

The contractor shall submit a draft copy of an invoice and all invoice backup information in Excel, as detailed below, to the FEDSIM COR and USAFRICOM TPOC for review prior to the invoice submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9.

The contractor shall not submit its invoice to ASSIST until the FEDSIM COR has reviewed the draft copy and the contractor has responded to and addressed, if necessary, all questions and inquiries.

This TO has two different contract types, CPAF and CR, each shall be addressed separately in the invoice submission.

The final invoice for each period of performance is desired to be submitted within six months of completion of the period of performance. Upon the completion of each period of performance, the contractor shall provide a final invoice status update monthly to the FEDSIM COR.

Regardless of contract type, the contractor shall report the following metadata:

- a. OASIS Contract Number.
- b. Task Order Award Number (NOT the Solicitation Number).
- c. Contractor Invoice Number.
- d. Contractor Name.
- e. Point of Contact Information.
- f. Current period of performance.
- g. Amount of invoice that was subcontracted.
- h. Amount of invoice that was subcontracted to small business.

G.3.1 COST-PLUS-AWARD-FEE (CPAF) CLINs (for LABOR)

The contractor may invoice monthly on the basis of cost incurred for the CPAF CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by individual, rolled up by CLIN element (as shown in **Section B**), and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees).
- b. Employee company.
- c. Exempt or non-exempt designation.
- d. Service Occupational Classifications (SOC) number.
- e. Employee OASIS labor category.
- f. Current monthly and total cumulative hours worked.
- g. Direct Labor Rate.
- h. Effective hourly rate (e.g., cumulative costs/cumulative hours).
- i. Current approved billing rate percentages in support of costs billed.
- j. Itemization of cost centers applied to each individual invoiced.
- k. Itemized breakout of indirect costs (e.g., Fringe, Overhead (OH), General and Administrative (G&A) burdened costs for each individual invoiced (rollups are unacceptable)).
- l. Any costs incurred not billed reported by CLIN (e.g., lagging costs).
- m. Labor adjustments from any previous months (e.g., timesheet corrections).
- n. Provide comments for deviations outside of ten percent of estimates and/or expected values.

All cost presentations provided by the contractor in Excel shall show indirect charges itemized by individual with corresponding indirect rates with cost center information. The invoice detail shall be organized by CLIN.

The contractor shall track and report labor details and costs by TDL (in separate worksheet tabs). Details and costs shall roll up to the summary invoice data as described in this section.

The contractor may invoice for fee after accepting the modification which includes the award fee determination and any corresponding deobligation of unearned fee. See the AFDP in Section J, Attachment E for additional information on the award fee determination process.

G.3.2 MATERIALS AND EQUIPMENT AND ODCs

The contractor may invoice monthly on the basis of cost incurred for the Materials and Equipment and ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. The contractor shall create a template of the invoice backup data for the Materials and Equipment and ODC charges in spreadsheet form (**Section F, Deliverable 54**) and provide it to the FEDSIM COR for review and acceptance in accordance with **Section E**. The contractor shall always submit invoices and back-up data using the most-

SECTION G – CONTRACT ADMINISTRATION DATA

recent FEDSIM COR approved spreadsheet template. In addition, the contractor shall provide the following detailed information, at a minimum, for each invoice submitted, as applicable.

- a. Specific Materials and Equipment and/or ODCs purchased and/or cost incurred
- b. RIP or Consent to Purchase (CTP) number or identifier
- c. Date RIP or CTP was approved by the FEDSIM COR and/or FEDSIM CO
- d. Associated CLIN
- e. Project-to-date totals by CLIN
- f. Cost incurred not billed by CLIN
- g. Remaining balance of the CLIN
- h. Explanation of variances exceeding ten percent of the approved versus actual costs

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's Defense Contract Audit Agency (DCAA) Cost Accounting Standards (CAS) Disclosure Statement (D/S).

G.3.3 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR) Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR and **Section H.12**. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. The contractor shall create a template of the Invoice Backup Data for Travel Charges in spreadsheet form (**Section F, Deliverable 55**) and provide it to the FEDSIM COR for review and acceptance in accordance with **Section E**. The contractor shall always submit invoices and back-up data using the most-recent FEDSIM COR approved spreadsheet template. In addition, the contractor shall provide the following detailed information, at a minimum, for each invoice submitted, as applicable.

CLIN/Task Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN/Task. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. TAR number or identifier, approver name, and approval date
- b. Current invoice period
- c. Travel location(s)/destination(s)
- d. Names of persons traveling
- e. Number of travel days
- f. Dates of travel

SECTION G – CONTRACT ADMINISTRATION DATA

- g. Number of days per diem charged
- h. Per diem rate used
- i. Total per diem charged
- j. Transportation costs
- k. Total charges
- l. Explanation of variances exceeding ten percent of the approved versus actual costs
- m. Indirect handling rate

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's DCAA cost D/S.

G.4 TASK ORDER CLOSEOUT

The Government will unilaterally close out the TO no later than six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time.

H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The NAICS code for this TO is 541330, Exception A – Engineering for Military and Aerospace Equipment and Military Weapons.

H.2 PRODUCT SERVICE CODES (PSC)

The PSC is: R425 – Support – Professional: Engineering/Technical.

The contractor shall enter the PSC in OASIS Management Module for each TO award.

H.3 KEY PERSONNEL

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO. Therefore, the Government will evaluate up to three additional Key Personnel as proposed by the contractor. The proposed Key Personnel shall possess all MANDATORY qualifications (those designated as “required”) at time of proposal submission.

- a. Task Order Program Manager (TOPM)
- b. IA Manager
- c. Senior Operations Liaison

The Government desires that Key Personnel be assigned for the duration of the TO.

H.3.1 TASK ORDER PROGRAM MANAGER (TOPM)

The contractor shall identify a TOPM to serve as the Government’s primary POC. The TOPM is required to provide overall leadership and guidance for all contractor personnel assigned to the TO including assigning tasks to contractor personnel, supervising ongoing technical efforts, and managing overall TO performance. The TOPM is responsible for the quality and efficiency of the TO, to include both technical issues and businesses processes. It is required that the TOPM has the authority to make decisions for the contractor’s organization in response to Government issues, concerns, and comments, the authority to commit the prime contractor’s organization, and be proactive in alerting the Government to potential contractual or programmatic and resource limitations issues. The TOPM shall be based in a location within a 65 mile radius of Washington, D.C. and shall be required to travel to other CONUS and OCONUS locations in support of this TO.

It is required that the TOPM has the following qualifications:

- a. Employee of the prime contractor at time of proposal submission.
- b. Current Project Management Institute (PMI) Project Management Professional, Program Management Professional (PgMP), or Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification.
- c. A minimum of five years’ experience piloting and/or managing flight operations for ISR airborne platforms in austere environments.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- d. Possess an active Top Secret (TS) Sensitive Compartmented Information (SCI) clearance at proposal submission.

It is desired that the TOPM has the following qualifications:

- a. Experience planning, directing, coordinating, and managing the contractor's proposed methodologies and approach for a project or program similar in size, scope, and complexity to this TO.
- b. Experience managing performance-based projects and/or programs with multiple OCONUS performance locations.
- c. Experience with Status of Forces Agreements (SOFA) requirements, regulations, and processes within the USAFRICOM AOR.

H.3.2 IA MANAGER

The IA Manager shall serve as the senior POC and lead for ensuring that Government and industry best practices for maintaining confidentiality, integrity, and availability (CIA) of IT systems and services are applied and executed for the USAFRICOM C4ISR services as stated in Section C of the TOR.

It is required that the IA Manager has the following qualifications:

- a. Current Certified Information Systems Security Professional (CISSP) at time of proposal submission.
- b. Possess an active TS-SCI clearance at time of proposal submission.
- c. At least 10 years of experience applying DoD Security Management and Security Engineering policy guidance and directives to both hardware and software-centric environments.
- d. At least ten years of experience with DoD Information Assurance Certification and Accreditation Process (DIACAP), Risk Management Framework (RMF), vulnerability assessments, Information Assurance Vulnerability Alerts (IAVA) reporting, and IA problem resolution.

It is desired that the IA Manager has the following qualifications:

- a. At least ten years of experience with applying security principles and best practices in a development environment.
- b. At least ten years of experience with current and emerging IA enterprise security practices.
- c. At least ten years of experience with developing, testing, and sustaining a secure solution in a changing environment.
- d. At least ten years of experience managing a team responsible for developing and implementing enterprise security policies and practices.

H.3.3 SENIOR OPERATIONS LIAISON

The Senior Operations Liaison shall provide subject matter expertise for C4ISR operations and act as the liaison during information exchanges between operations, maintenance, and logistics personnel. The Senior Operations Liaison shall provide oversight among TDLs under the TO

SECTION H – SPECIAL CONTRACT REQUIREMENTS

and coordinate with Government personnel and Government Agencies/Departments to ensure USAFRICOM C4ISR mission objectives are met from an operational perspective under the TO. The Senior Operations Liaison shall coordinate with the IA Manager and appropriate Government personnel to ensure the release and acceptance of all information as it complies with the appropriate security controls and protections based on classification, technological progress, or other considerations.

It is required that the Senior Operations Liaison has the following qualifications:

- a. Current Top Secret-SCI clearance at time of proposal submission.
- b. At least five years of experience with operations management within major commands, and the military intelligence community.
- c. At least five years of experience with ISR and knowledge of military operations and intelligence.

It is desired that the Senior Operations Liaison has the following qualifications:

- a. A minimum of five years of experience managing operations and directing personnel under a contract that is similar in scope and complexity to the USAFRICOM TO, and ensuring compliance with regulations within DoD agencies.
- b. Experience with building coalitions internally and with other federal agencies or organizations within the intelligence community; in order to achieve common goals.

H.3.3 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than the Key Personnel specified in its proposal in response to the TOR, the contractor shall notify the FEDSIM CO and COR of the existing TO. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute Key Personnel qualifications shall be equal to, or greater than, those of the Key Personnel substituted. If the FEDSIM CO and the FEDSIM COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination (Cost Reimbursement).

H.4 CERTIFICATIONS AND TRAINING

The contractor shall provide personnel with the appropriate certifications and/or training to perform the functional role assigned. The Government is not responsible for providing funding or training for contractor personnel to obtain a certification and/or to take training that would otherwise be required in advance of employment to perform that functional role. Exceptions to certification and training requests may be considered when the required knowledge to perform the role advances beyond the current operational or technical environment or if the certification and training is not available to the general public. The contractor shall submit all exception requests to the FEDSIM COR and USAFRICOM TPOC for review and approval.

H.4.1 REQUIRED TRAINING

The following is a list of the required TO training. This is not an exhaustive list and is subject to change. The requirement to take the training within 30 calendar days of the start date of the TDL is waived if the contractor can provide a certificate or other evidence to the FEDSIM COR that the individual completed the training within the last 12 months. At a minimum, as applicable, all contractor personnel deploying shall complete the following:

- a. Survival, Evasion, Resistance, and Escape (SERE) 100
- b. Anti-Terrorism/Force Protection (AT/FP)
- c. Combating Trafficking in Persons

H.5 GOVERNMENT-FURNISHED PROPERTY (GFP)

The contractor shall perform work on-site at Government locations/installations or off-site at contractor location(s). For each TDL, the USAFRICOM TPOC and FEDSIM COR will specify the performance location(s) and on-site/off-site requirements. Some specific functions and roles, especially in support of Task 1 – Provide Program Management, may be performed off-site at contractor locations; however, the Government will specify this post-award. FEDSIM COR and USAFRICOM TPOC approval is required before work may be performed off-site at contractor locations.

Contractor personnel working on-site at a Government location/installation will be provided with a computer, a work space, network access, and building badges/accesses to enter Government facilities. Contractor personnel that do not reside in Government spaces will not be provided with a Government-issued computer or network access.

GFP that will be provided at award is listed in **Section J, Attachment J**. The contractor shall safeguard and secure all GFP (**Section J, Attachment J**) in accordance with DoD governing policies and procedures. All GFP including, but not limited to, IT equipment, software, communication devices, telephones, access cards, office furniture, and supplies shall be returned to the FEDSIM COR or USAFRICOM TPOC prior to the departure of each responsible contractor employee or at the end of the TO, whichever date comes earlier.

Use of all GFP for other than Government work is strictly prohibited.

H.6 GOVERNMENT-FURNISHED INFORMATION (GFI)

The Government will provide all information necessary for completion of the requirements after TOA.

Use of GFI for other than Government work is strictly prohibited.

H.7 SECURITY REQUIREMENTS

The contractor shall comply with all security requirements, directives, instructions, SOPs, etc. The contractor shall follow all security policies, procedures, and requirements stipulated in the National Industrial Security Program (NISP), National Industrial Security Program Operating Manual (NISPOM), and any supplements thereto are applicable, to include applicable FAR and Defense Federal Acquisition Regulations (DFAR) guidelines/requirements.

Currently the projected work environment includes work in Sensitive Compartmented Information Facilities (SCIF). The contractor will have access to a Government provided SCIF, on an as needed basis, to support projects, as applicable. Contractor provided SCIF facilities are not required. The contractor may use their own SCIF facilities to assemble systems/subsystem, though the SCIF facility must be large enough to house the system/sensor and the host platform (e.g., airplane, trailer, boat, etc.). Contractors shall be required to follow all applicable DoD and regulations, instructions, policies, SOPs, etc. under this TO.

The contractor shall be responsible for all costs associated with facility and personnel security clearances.

H.7.1 FACILITY CLEARANCE LEVEL (FCL)

The contractor shall adhere to and comply with the security guidelines and requirements outlined in the DD Form 254 (**Section J, Attachment K**) which requires the contractor to possess a TS FCL. The Government will provide appropriate Security Classification Guides (SCG) and additional instructions within the DD Form 254. The contractor shall follow instructions for Public Release requirements and Disclosure Policy references in the DD Form 254 Contract Security Classification Specification Block 12 as well as additional security guidance and requirements in Blocks 13 and 14.

H.7.2 SECURITY CLEARANCES

All contractor personnel (including subcontractors, if proposed) under this TO are required to have the appropriate level of personnel security clearance before performing any work under this TO. The Government anticipates that clearances up to TS with a Sensitive Compartmented Information (SCI) determination will be required, and the Government will identify post-award, prior to the start of each TDL, the appropriate security clearance(s), if any, required for each TDL. Contractor personnel who require a TS/SCI shall possess a current TS clearance with an SCI determination reflected in the Joint Personnel Adjudication System (JPAS) and those contractor personnel shall have undergone a Single Scope Background Investigation (SSBI) or a SSBI-Periodic Review (SSBI-PR) within the last five years that was favorably adjudicated. If the SSBI-PR is overdue as a result of Government delays in processing background investigations, then the contractor personnel will continue to be eligible for access to classified information if the current eligibility is indicated in JPAS. The exception to the preceding sentence is if the Government is aware of relevant derogatory information related to an individual's continued eligibility for access, then the contractor personnel may be denied access. All contractor personnel shall be formally nominated by their company's security office to be indoctrinated into SCI programs.

The contractor shall ensure that all security, misconduct, or performance-related incidents are reported to the FEDSIM COR and the contractor's Facility Security Officer (FSO) within 48 hours of the incident. Once reported, the contractor's FSO shall report the incident in the JPAS within five working days of the incident. Incidents that are not reported in the time frame and manner prescribed above may result in the incident along with the contractor's FSO being reported to the Defense Security Service (DSS) as a security violation and/or TO performance failure.

H.7.3 INFORMATION ASSURANCE

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

Work on this TO may require that personnel have access to privacy and other sensitive information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S.C., Section 552a and applicable Agency rules and regulations.

Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this TO, until made public or specifically authorized by the Government. The contractor shall not use, disclose, or reproduce third-party companies' proprietary data, other than as authorized and required in performance of this TO.

Personnel working on this TO may be required to sign a Non-Disclosure Agreement (NDA) prior to beginning any work under this TO depending on the specific function or role. The FEDSIM COR and USAFRICOM TPOC will identify all functions and/or roles that require an NDA.

Pursuant to Section 808 of Publication L.102-190 (DFAS 204, Subpart 204.402(2)), DoD employees or members of the Armed Forces who are assigned to or visiting a contractor facility and are engaged in oversight of an acquisition program will retain control of their work product. Classified work products of DoD employees or members of the Armed Forces shall be handled in accordance with DoD 5220.22-M. The contractor's procedures for protecting against unauthorized disclosure of information shall not require DoD employees or members of the Armed Forces to relinquish control of their work product, whether classified or not, to the contractor. The contractor shall also have access to and be required to safeguard For Official Use Only (FOUO), sensitive, confidential, and classified information and material.

H.7.4 INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)

The contractor and/or its subcontractors may be required to generate, or need access to, export-controlled items. It is the responsibility of the contractor, as the exporter, to obtain the appropriate export license or exemption(s). The Government will work with the contractor post-award and assist the contractor in obtaining the appropriate export license or exemption(s). The contractor shall comply with all U.S. laws, policies, and regulations applicable to the exchange of information with foreign nationals and foreign countries including, but not limited to, the ITAR, the Export Administration Regulations (EAR), and policies of the requiring activity's foreign disclosure office, in accomplishing the requirements. The contractor shall refer to DFARS Clause 252.225-7048, Export-Controlled Items (Jun 2013) for compliance. The contractor may be required to release or exchange information with representatives of Five Eyes, the North Atlantic Treaty Organization (NATO), and all countries/nation states within the USAFRICOM AOR and/or Area of Interest (AOI).

H.8 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.8.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The contractor is required to complete and sign an OCI Statement (**Section J, Attachment L**). The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

H.8.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate NDA Form (**Section J, Attachment M**) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the

Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.9 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed under this TO shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's EIT Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at TOA.

H.10 ADEQUATE COST ACCOUNTING SYSTEM

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and Contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the Contract.

H.11 APPROVED PURCHASING SYSTEM

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. A Government-audited and approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) is mandatory.

When reviews are conducted of the purchasing system during the performance of the TO, the contractor shall provide the results of the review to the FEDSIM CO within ten workdays from the date the results are known to the contractor.

H.12 TRAVEL

H.12.1 TRAVEL AUTHORIZATION REQUESTS (TAR)

Before undertaking travel to any Government site or any other site in performance of this TO, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a TAR (**Section J, Attachment O**) for Government review and approval. Long-distance travel lasting 30 days or less will be reimbursed for cost of travel comparable with the FTR, JTR, or DSSR. Long-distance travel lasting 31 days or more will be reimbursed in accordance with the procedures outlined in **Section H.12.3**.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Requests for travel approval shall at a minimum:

- a. Be prepared in a legible manner.
- b. Identify the TO number.
- c. Identify the CLIN associated with the travel.
- d. Contain the following:
 1. Itinerary containing date(s), time(s), and locations of origin and departure.
 2. Name of each contractor employee, company, and position title traveling.
 3. Organization to be visited (if applicable).
 4. Purpose of travel.
 5. Estimated costs (including airfare, rental car, lodging, transportation, parking, mileage, fuel, etc.) and applicable indirect cost rates.
- e. Be submitted at least five workdays in advance of the travel, when possible, to permit review and approval.
- f. Status of remaining CLIN funding.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

H.12.2 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by GSA, for travel in the contiguous U.S.
- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by DoD for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

H.12.3 FLAT RATE PER DIEM FOR LONG-TERM TEMPORARY DUTY (TDY)

In order to encourage contractors to take advantage of cost saving opportunities available for long-term travel, contractors performing TDY for more than 30 days in one location (CONUS and OCONUS) will receive a flat rate per diem. The following rules apply:

- a. On the travel day to the TDY location, the contractor receives up to 100 percent lodging per diem at the locality rate and 75 percent Meals and Incidental Expenses (M&IE).
- b. For long-term TDY lasting 31 -180 days (in a single location), the authorized flat rate is 75 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location.
- c. For long-term TDY of 181 days or greater (in a single location), the authorized flat rate is 55 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location. Normally, TDY over 180 days is prohibited, but may be authorized by the FEDSIM COR when justified.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- d. When using a flat rate per diem, contractors are not required to submit a lodging receipt, but are required to validate to the USAFRICOM TPOC and FEDSIM COR that they did incur lodging costs.

If the contractor is unable to find suitable commercial lodging at the reduced per diem rate, they should contact the FEDSIM COR. If both the contractor and the FEDSIM COR determine that lodging is not available at the reduced per diem rate, the FEDSIM COR may then authorize actual cost lodging (not to exceed the locality per diem rate). However, the contractor will receive M&IE at the reduced rate (75 percent for TDY of 31-180 days and 55 percent for TDY of 181+ days).

H.13 MATERIALS AND EQUIPMENT AND ODCs

The Government may require the contractor to purchase materials and equipment and ODCs, to include hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR an RIP (**Section J, Attachment P**). If the prime contractor is to lose its approved purchasing system, the contractor shall submit to the FEDSIM CO a CTP (**Section J, Attachment Q**). The RIP and CTP shall, at a minimum, include the purpose, specific items, estimated cost by specific or line item, cost comparison, and rationale. The contractor shall not make any purchases or incur any costs under the ODC CLIN without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of **Section H.14.2**.

H.14 COMMERCIAL SUPPLIER AGREEMENTS

H.14.1 The Government understands that commercial software tools that may be purchased in furtherance of this TO as described in Section C and as contemplated in the Materials and Equipment and ODC CLINs in Section B.4 (included with final TOR) may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Software Agreements”). For purposes of this TO, the Software Supplier Agreements are “collateral agreements” within the meaning of the FARS clause at 52.227-14.

H.14.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor’s cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above. The above rights constitute “other rights and

SECTION H – SPECIAL CONTRACT REQUIREMENTS

limitations” as contemplated in subparagraph (d) of the FAR clause at 52.227-14, Rights In Data – General (Feb 2014), Alternate III (Dec 2007).

H.15 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in the DFARS 252.227-7013 and 252.227-7014 apply.

H.16 CONTRACTOR IDENTIFICATION

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badge lanyards, badges, or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.17 PRESS/NEWS RELEASE

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

H.18 AWARD FEE

See the Draft AFDP in **Section J, Attachment E**.

H.19 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to FAR 28.305, DBA insurance coverage provides workers’ compensation benefits (medical, disability, death) in the event of a work-related injury or illness outside the U.S.

The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor (DoL).

DBA insurance may be charged as either a direct or indirect cost consistent with the contractor’s CAS D/S and DCAA-approved accounting system, and shall be furnished to the FEDSIM CO within 30 days of TOA. Whether DBA insurance is charged as a direct or indirect cost in accordance with the contractor’s CAS D/S, the contractor shall submit a RIP(s) prior to incurring the costs. If required and approved by the FEDSIM CO, additional DBA riders may be charged as a direct cost to the Government.

H.20 STATUS OF FORCES AGREEMENTS (SOFA)

A SOFA defines the legal status of DoD personnel, activities, and property in the territory of another nation and set forth rights and responsibilities between the U.S. and the host government.

Invited Contractor and Technical Representative (TR) status shall be governed by the SOFAs negotiated and implemented by the DoS and DoD. The contractor shall coordinate with the Government to satisfy all requirements mandated by the governing regulations for the specified

SECTION H – SPECIAL CONTRACT REQUIREMENTS

country or theater. The contractor shall be responsible for determining what requirements are applicable. It is agreed that the withdrawal of Invited Contractor or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. shall not constitute grounds for excusable delay by the contractor in the performance of this TO and will not justify or excuse the contractor defaulting in the performance of this TO. Furthermore, withdrawal of SOFA status for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

There is one SOFA for NATO nations and the terms of that SOFA apply to all NATO allies and most Partnership for Peace nations. In Germany, the NATO SOFA has been supplemented by an additional international agreement, called the Supplementary Agreement (SA), signed by Germany and six “sending states” (i.e., U.S., United Kingdom (UK), Canada, France, Belgium, and the Netherlands). The Supplementary Agreement further defines the rights and responsibilities of the sending and the receiving states. In Italy, the U.S. and Italy have signed the bilateral “Shell Agreement” of 1995, which serves to define the rights and responsibilities of the sending and the receiving states (the U.S. and Italy). Outside of NATO, the U.S. has entered into “stationing agreements” with the host country anywhere U.S. Forces are stationed.

The contractor shall coordinate with the FEDSIM COR to ensure appropriate approval for all contractor personnel. The contractor shall develop an SOP that, at a minimum, details the approval process, roles and responsibilities of contractor and Government personnel, and how the contractor will manage arrivals and departures of personnel for the entire performance period of the TO. This SOP shall be submitted to the Government as a part of the contractor’s PMP (Section C.5.1.3). The contractor shall operate in accordance with the most recent Government-approved version of the SOP/PMP.

The contractor shall notify the FEDSIM COR, within 24 hours, when an individual’s status under SOFA must be terminated for any reason. This includes all subcontractor, consultant, etc. personnel supporting the contractor.

The contractor is responsible for ensuring it understands the applicable procedures, regulations, etc. applicable to each place of performance under this TO. The Government will not reimburse the contractor for any costs associated with failing to follow applicable procedures, regulations, etc. that apply to obtaining visas, permits, legal status, etc.

H.20.1 GERMANY

The DoD Contractor Personnel Office (DOCPER) is responsible for implementing the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the SA to the NATO SOFA. These two Articles govern the use in Germany of DoD contractor employees as Technical Experts (TE), Troop Care (TC) providers, and Analytical Support (AS) contractor personnel. Because this TO proposes to employ TE and AS personnel in Germany, the TO itself and the applications of individuals seeking TE/AS status under the TO are required to be submitted through DOCPER for approval before performance under the TO can commence in Germany.

The contractor shall comply with Army in Europe (AE) Regulation 715-9 (Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel); AE Regulation

SECTION H – SPECIAL CONTRACT REQUIREMENTS

600-700 (Identification Cards and Individual Logistics Support); and, all guidance provided by the Government including, but not limited to, DOCPER.

DOCPER is responsible for receiving, evaluating, and approving contractor employment applications before providing those applications to the German government for final approval. Contractor personnel who receive a TE Status Accreditation (TESA) or AS Status Accreditation (ASSA) will be permitted to work in Germany under the terms and conditions of the SOFA and applicable AE regulations. The contractor shall not employ personnel without TESA or ASSA under this TO in Germany unless the request has been coordinated with the USAFRICOM TPOC and FEDSIM COR and approved by the FEDSIM CO. The contractor shall ensure that all personnel, including subcontractors, are legally able to work in Germany. The Government will not become a party to any contractor residence or tax issues. Contractor personnel who have approved status under either Article 72 or 73 of the SA to the NATO SOFA will be eligible for Individual Logistic Support (ILS) in accordance with AE Regulation 600-700.

H.20.2 UNITED KINGDOM

A UK visa, also commonly referred to as an “entry stamp,” “entry visa,” “entry clearance,” “entry clearance stamp,” or “entry clearance visa” shall be obtained for all contractor personnel and eligible dependents prior to relocation to the UK.

The contractor shall be responsible for ensuring that its company is registered with the Office of the Special United States Liaison Officer at the U.S. Embassy in London, UK, in order to establish eligibility for SOFA Civilian Component passport stampings under the terms of the Special Memorandum of Understanding dated July 7, 1987. The contractor shall comply with all guidance provided by the Government.

H.20.3 ITALY

The United States Sending State Office (USSSO) for Italy is the DoD diplomatic-legal office responsible for supervising the administration of the NATO SOFA in Italy. While the USSSO performs as the legal advisor to the U.S.DATT, the Office of Defense Cooperation, and the U.S. Embassy Country Team, the USSSO is the primary legal representative in Italy. The USSSO also coordinates and advocates U.S. Forces’ positions on numerous SOFA and non-SOFA issues to the Italian Government and its military, the U.S. Ambassador to Italy, and the Ambassador’s Country Team. DOCPER is responsible for processing all contractor requests for TR status on behalf of the USSSO.

The contractor shall comply with AE Regulation 550-32 (Tri-Component Directive for Italy on Personal Property, Rationed Goods, Motor Vehicles and Drivers’ Licenses, Civilian Component and Technical Representative Status) and with all guidance provided by the Government including, but not limited to, DOCPER and USSSO. All contractor personnel (and eligible dependents) with a place of performance in Italy are required to obtain a visa issued by an Italian Consulate prior to entering Italy, there are no exceptions.

Contractor personnel who receive TR status will be permitted to work in Italy under the terms and conditions of the SOFA and applicable AE regulations. The contractor shall not employ personnel without approved TR status under this TO in Italy unless the request has been coordinated with the USAFRICOM TPOC and FEDSIM COR and approved by the FEDSIM

CO. The contractor shall ensure that all personnel, including subcontractors, are legally able to work in Italy. The Government will not become a party to any contractor residence or tax issues.

H.21 OCONUS ALLOWANCES

The Government will reimburse the contractor for the allowances and benefits identified in **Section H**. If an allowance or benefit is not specifically identified in the TO and the contractor would like the Government to consider allowing for reimbursement, then the contractor may submit a request in writing to the FEDSIM COR and CO that contains, at a minimum, a summary of the request, a justification for why it is in the Government's best interest, and the associated estimated cost(s). Final decisions will be made by the FEDSIM COR and CO and, if necessary, the TO will be amended by a bilateral modification.

H.22 DEPLOYMENT REQUIREMENTS

The requirements of this TO have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this TO during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements, provisions, and clauses listed below. These requirements apply to all personnel deployed to the AOR, regardless if they are temporary travelers or permanently deployed/stationed.

DFARS clause 252.237-7023 has been incorporated into this TO in **Section I**. The services identified by the Government as essential are provided in **Section J, Attachment R**. Additionally, as required by DFARS clause 252.237-7023, a contractor-provided Final Mission-Essential Contractor Services Plan (**Section F, Deliverable 57**) will be incorporated into the TO. The contractor shall provide a draft of the Mission-Essential Contractor Services Plan with its proposal as instructed in **Section L.5.2.6.d**. The contractor shall provide an Updated Mission-Essential Contractor Services Plan (**Section F, Deliverable 56**) at the TO Kick-Off Meeting for Government review and approval in accordance with **Section E**. The contractor shall maintain and update its plan as necessary.

The contractor shall be responsible for performing all requirements of this TO notwithstanding crisis situations, contingencies or exercises including, but not limited to, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this TO for cause.

The contractor shall ensure all contractor personnel participate in any required and/or necessary pre-deployment qualification training. Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel should conditions warrant.

H.22.1 SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

The SPOT system is used to generate Letters of Authorization (LOAs) which define specific Government services and support all contractor personnel are authorized to receive in a deployment area (**Section J, Attachment S**). The contractor shall process LOAs in SPOT for all contractor personnel deploying under the TO and the additional documentation required with each LOA. The contractor shall fully execute all SPOT requirements. The FEDSIM COR is authorized to approve LOAs in SPOT on behalf of the FEDSIM CO.

H.22.2 PRE-DEPLOYMENT PROCESSING

Contractor personnel being deployed to Hazard Duty/Combat Zones (HD/CZ) shall report to the Government-designated CONUS Replacement Center (CRC) for pre-deployment processing. The CRC validates readiness and conducts deployment processing en route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness.
- b. Theater Specific Individual Readiness Training (TSIRT) certifications.
- c. Current Individual Readiness File (IRF) records needed for identification and processing.
- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service).
- e. Any other preparation to prevent rejection by the CRC.

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. If contractor personnel are determined to be non-deployable, the contractor shall be held liable for all training, travel, etc. costs incurred. Exceptions may apply and the contractor shall submit all exception requests in writing to the FEDSIM COR and CO. The request shall include, at a minimum, an itemized list of the costs incurred and a rationale for the exception request. Final decisions will be made by the FEDSIM COR and CO. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

H.22.3 PASSPORTS, VISAS, AND CUSTOMS

The contractor shall be responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the FEDSIM COR for contractor personnel.

All contractor personnel shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the U.S. upon re-entry.

The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate where possible.

H.22.4 CONTRACTOR COMPLIANCE

The contractor shall ensure that all contractor personnel comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, FP, and safety.

The contractor shall comply, and shall ensure, that all deployed personnel comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., SOFAs, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over TO requirements.

- a. The contractor shall take actions to ensure the professional conduct of its personnel.
- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor personnel, performance, and conduct problems identified by the FEDSIM CO or FEDSIM COR.
- c. The FEDSIM CO may require the contractor, at the contractor's expense, to remove or replace any individual failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

H.22.5 SPECIAL LEGAL CONSIDERATIONS

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, U.S.C, to establish Federal Jurisdiction over certain criminal offenses committed outside the U.S. by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

H.22.6 ACCOUNTING FOR PERSONNEL

As required by the FEDSIM CO or FEDSIM COR and based on instructions of the Theater Commander, the contractor shall report its personnel, including subcontractors, entering and/or leaving the area of operations by name, citizenship, location, Social Security Number (SSN), or other official identity document number.

H.22.7 THEATER RISK ASSESSMENT AND MITIGATION

If a contractor individual departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the TO. If the contractor replaces an individual who departs without permission, the replacement is at contractor expense and must be in place within two business weeks or as instructed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM COR a list of all personnel Contractor Personnel List (**Section F, Deliverable 58**) (this includes subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

H.22.8 FORCE PROTECTION (FP)

While performing duties in accordance with the terms and conditions of the contract, the Service/Agency (e.g., Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) will provide FP to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees should be made aware of FP provided by the Government and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

H.22.9 LIVING UNDER FIELD CONDITIONS

The Government may provide to deployed contractor employees the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, morale, welfare, and recreation services, and other available support afforded to Government civilians and military personnel in the same theater of operations.

H.22.10 HEALTH AND LIFE INSURANCE

The contractor shall ensure that health and life insurance benefits provided to its deploying personnel are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the DBA administered by the DoL (**Section H.19**).

H.22.11 NEXT OF KIN NOTIFICATION

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93 (**Section J, Attachment T**), Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall be responsible for establishing a line of communication to notify and inform its employees' families of the status of the employee while he/she is deployed. The Government is responsible for ensuring that the contractor is notified of its employees' status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor employees' status only when it is in the best interest of the Government.

H.22.12 RETURN PROCEDURES

Upon notification of return, the USAFRICOM TPOC may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all GFP provided to contractor personnel, including subcontractors, is returned to Government control upon completion of the deployment.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

The contractor shall provide the USAFRICOM TPOC with documentation, annotated by the receiving Government official, of all equipment returns. The contractor shall be liable for any GFP not returned to the Government.

H.22.13 HARDSHIP AND DANGER PAY

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the DoS where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for hardship and danger pay, not to exceed that paid U.S. Government civilian employees, in accordance with the provisions of the DSSR Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Compensation to ‘Basic Compensation’ shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay may be charged as either a direct or indirect cost consistent with the contractor’s CAS D/S and DCAA-approved accounting system.

H.23 AIRCRAFT CERTIFICATION

The contractor shall support USAFRICOM with Supplemental Type Certification (STC) documentation and any other documentation required to ensure the Interim Flight Clearance is maintained throughout the duration of this TO.

H.24 CONTRACTOR’S FLIGHT AND GROUND OPERATIONS

Commercial aircraft insurance shall be provided by the contractor for COCO aircraft and aircraft operations.

The contractor shall be bound by the operating procedures contained in the combined regulation/instruction entitled “Contractor’s Flight and Ground Operations” (Air Force Instruction 10-220, Army Regulation 95-20, NAVAIR Instruction 3710.1 (Series), Coast Guard Instruction M13020.3, and Defense Contract Management Agency Instruction 8210.1) in effect on the date of contract award (**Section J, Attachment U**).

The FEDSIM CO will appoint a Government Flight Representative to monitor the contractor’s flight and ground operations. At its unilateral discretion, the Government may incorporate DFARS 252.228-7001 Ground and Flight Risk in the future if circumstances warrant and require cancellation of commercial aircraft insurance.

H.25 TECHNICAL DIRECTION LETTERS (TDLs)

- a. When necessary, technical direction or clarification concerning the details of specific tasks set forth in the TO shall be given through issuance of Technical Direction Letters (TDLs) by the FEDSIM COR.
- b. Each TDL shall be in writing and shall include, as a minimum, the following information:
 1. TO Number;
 2. Date of TDL;
 3. TDL number;
 4. Severable vs. Non-Severable Determination;

SECTION H – SPECIAL CONTRACT REQUIREMENTS

5. Estimated LOE by OASIS Labor Category;
 6. Reference to the relevant section or item in the statement of work; and
 7. Brief description of the work;
 8. Signature of FEDSIM COR and FEDSIM CO.
- c. Each TDL issued hereunder is subject to the terms and conditions of this TO; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustments to the fixed fee, estimated costs, or delivery terms under the TO. In the event of a conflict between a TDL and this TO or the OASIS contract, the TO or OASIS contract shall control.
 - d. When in the opinion of the contractor a technical direction calls for effort outside the contract statement of work or available funding, the contractor shall notify the FEDSIM COR and CO thereof in writing within two working days of having received the technical direction in question. The contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the FEDSIM CO through formal contract modification or other appropriate action.
 - e. Oral technical directions may be given by the FEDSIM COR only in emergency circumstances, and provided that any oral technical direction given is reduced to writing by the FEDSIM COR within two working days of its issuance.
 - f. Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the FEDSIM CO in emergencies; oral amendments shall be confirmed in writing within two working days from the time of the oral communication amending the TDL by a TDL modification.
 - g. Any effort undertaken by the contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the contractor's risk of not recovering related costs incurred and corresponding proportionate amount of award fee, if any.

H.26 EMERGENCY TRANSPORTATION OF PERSONNEL AND EQUIPMENT

If the GFR approves, the contractor is authorized to provide emergency transportation, e.g., air ambulance, for personnel and equipment.

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a clause may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Part 12 commercial clauses do not apply to this TO.

FAR	TITLE	DATE
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEPT 2006
52.203-7	Anti-Kickback Procedures	MAY 2004
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records-Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005

SECTION I – CONTRACT CLAUSES

FAR	TITLE	DATE
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost and Payment Fill-in: 30 days	JUN 2013
52.222-2	Payment for Overtime Premiums Fill-in: \$0	JUL 1990
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
52.222-50	Combating Trafficking in Persons	MAR 2015
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-14	Rights in Data – General	MAY 2014
52.227-14	Rights in Data – General – (Alternate III)	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	Insurance—Liability to Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-17	Interest	MAY 2014
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-25	Prompt Payment – (Alternate I)	FEB 2002
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Deviation)	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1	Disputes – (Alternate I)	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3	Protest After Award – (Alternate I)	JUN 1985
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995

SECTION I – CONTRACT CLAUSES

FAR	TITLE	DATE
52.242-15	Stop-Work Order	AUG 1989
52.242-15	Stop-Work Order – (Alternate I)	APR 1984
52.243-2	Changes – Cost Reimbursement	AUG 1987
52.243-2	Changes – Cost Reimbursement – (Alternate II)	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-2	Subcontracts – (Alternate I)	JUN 2007
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-3	Inspection of Supplies---Cost-Reimbursement	MAY 2001
52.246-5	Inspection of Services---Cost-Reimbursement	APR 1984
52.246-25	Limitation of Liability – Services	FEB 1997
52.247-63	Preference for U.S. Flag Carriers	JUN 2003
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.251-2	Interagency Fleet Management System Vehicles and Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991

I.1.1 FAR CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

Task Order Request GSC-QF0B-18-33231

Page I-3

SECTION I – CONTRACT CLAUSES

- a. Any tax or duty from which the United States Government is exempt by agreement with the Government of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, PACOM, and SOUTHCOM - or from which the Contractor or any subcontractor under this contract is exempt under the laws of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, PACOM, and SOUTHCOM - shall not constitute an allowable cost under this contract.
- b. If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

I.2 GENERAL SERVICES ADMINISTRATION ACQUISITION REGULATION (GSAR) CLAUSES INCORPORATED BY REFERENCE

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a clause may be accessed electronically at the GSAR website:

<https://www.acquisition.gov/gsam/gsam.html/>

GSAR Part 512 commercial clauses do not apply to this TO.

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	JUL 2016

I.2.1 GSAR CLAUSES INCORPORATED BY FULL TEXT

552.232-78 COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES (FEB 2018)

When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(a) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(1) *Applicability.* This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Parts 13, 14 or 15).

(2) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

SECTION I – CONTRACT CLAUSES

(3) *Law and disputes.* This agreement is governed by Federal law.

(i) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(iii) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(4) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.

(5) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(6) *Updating terms.* (i) After award, the contractor may unilaterally revise terms if they are not material. A material change is defined as:

(A) Terms that significantly change Government rights or obligations; and

(B) Terms that increase Government prices;

(C) Terms that decrease overall level of service; or

(D) Terms that limit any other Government right addressed elsewhere in this contract.

(ii) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(iii) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(7) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(8) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(9) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

SECTION I – CONTRACT CLAUSES

(i) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(ii) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at FAR 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(iii) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(10) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(11) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at FAR 52.232-23, Assignment of Claims.

(12) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(b) If any language, provision or clause of this agreement conflicts or is inconsistent with the preceding paragraph (a), the language, provisions, or clause of paragraph (a) shall prevail to the extent of such inconsistency.

(End of clause)

552.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (FAR DEVIATION) (FEB 2018)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such language, provision, or clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements),

Task Order Request GSC-QF0B-18-33231

Page I-6

SECTION I – CONTRACT CLAUSES

execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY REFERENCE

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a clause may be accessed electronically at Defense Procurement and Acquisition Policy website:

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DFARS Part 212 commercial clauses do not apply to this TO.

DFARS	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.216-7004	Award Fee Reduction of Denial for Jeopardizing the Health or Safety of Government Personnel	SEP 2011
252.216-7005	Award Fee	FEB 2011

SECTION I – CONTRACT CLAUSES

DFARS	TITLE	DATE
252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award	OCT 2015
252.225-7012	Preference for Certain Domestic Commodities	DEC 2016
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States	JUN 2016
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7000	Non-Estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions-Computer Software	SEP 2016
252.227-7020	Rights in Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	DEC 1991
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7006	Value Added Tax Exclusion (United Kingdom)	DEC 2011
252.229-7007	Verification of United States Receipt of Goods	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests For Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

SECTION I – CONTRACT CLAUSES

DFARS	TITLE	DATE
252.244-7001	Contractor Purchasing System Administration--Basic	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty of Data--Basic	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation Of Supplies By Sea--Basic	APR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services	DEC 1991

I.3.1 DFARS CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions.* As used in this clause—

(1) “Essential contractor service” means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) “Mission-essential functions” means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD’s ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in Section J, Attachment R, Mission-Essential Contractor Services, dated inserted at TOA.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

SECTION I – CONTRACT CLAUSES

- (3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.
- (d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.
- (2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.
- (e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.
- (f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.
- (g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of Clause)

I.4.2 CLASS DEVIATIONS INCORPORATED BY FULL TEXT

Multiple DFARS class deviations are inserted in full text in Section J, **Attachment AC**. These class deviations include:

- 252.225-7979 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2018-O0008) (DEC 2017)
- 252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O00008) (JUN 2016)
- 252.225-7981 Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM) (DEVIATION 2015-O0016) (SEP 2015)
- 252.225-7987 Requirements for Contractor Personnel Performing in US Southern Command Area of Responsibility (DEVIATION 2014-O0016) (OCT 2014)
- 252.225-7993 Prohibition on Providing Funds to the Enemy (DEVIATION 2015-O0016) (SEP 2015)

SECTION I – CONTRACT CLAUSES

- 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004) (SEP 2017)
- 252.225-7997 Contractor Demobilization (DEVIATION 2013-O0017) (AUG 2013)

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically at the end of the TOR.

ATTACHMENT	TITLE
A	COR Appointment Letter (electronically attached .pdf)
B	Acronym List (electronically attached .pdf)
C	OASIS Labor Categories (electronically attached .pdf)
D	Incremental Funding Chart (electronically attached .xls) (Attached at TOA)
E	Draft Award Fee Determination Plan (AFDP) (electronically attached .pdf)
F	Current Environment (electronically attached .pdf)
G	Trip Report Template (electronically attached .pdf)
H	Deliverable Acceptance-Rejection Report (electronically attached .pdf)
I	Problem Notification Report (PNR) (electronically attached .pdf)
J	Government-Furnished Property (electronically attached .xls)
K	Department of Defense (DD) 254 (electronically attached .pdf)
L	Organizational Conflict of Interest (OCI) Statement (electronically attached .pdf)
M	Corporate Non-Disclosure Agreement (NDA) (electronically attached .pdf)
N	RESERVED
O	Travel Authorization Request (TAR) Template (electronically attached .xls)
P	Request to Initiate Purchase (RIP) Template (electronically attached .xls)
Q	Consent to Purchase (CTP)Template (electronically attached .xls)
R	Mission Essential Contractor Services (electronically attached .pdf)
S	SPOT Guidance (electronically attached .pdf)
T	DD Form 93 (electronically attached .pdf)
U	DCMA Instruction 8210.1C, Change 1 DoD Flight and Ground Operations Instructions (electronically attached .pdf)
V	Government Flight Representation Appointment Letter (electronically attached .pdf)
W	Cost/Price Excel Workbook (electronically attached .xls) (To be removed at TOA)
X	Project Staffing Plan Template (electronically attached .xls) (To be removed at TOA)
Y	Key Personnel Qualification Matrix (KPQM) (electronically attached .pdf) (To be removed at TOA)
Z	Letter of Commitment Template (electronically attached .pdf) (To be removed at TOA)

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT	TITLE
AA	Corporate Experience Template (electronically attached .pdf) (To be removed at TOA)
AB	Offeror Question and Answer (Q&A) Template (electronically attached .xls) (To be removed at TOA)
AC	DFARS Class Deviations
AD	Anticipated Base Year Projects

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR RESPONDENTS

This page is intentionally left blank.

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation of offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/far>

FAR	TITLE	DATE
52.204-7	System for Award Management	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort	OCT 2009
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	MAR 2015

L.1.1 FAR PROVISIONS INCORPORATED BY FULL TEXT**FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a Cost Plus Award Fee contract resulting from this solicitation.

(End of provision)

FAR 52.233-2 Service of Protest (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Tommy Thomas
819 Taylor Street (Floor 13A)
Fort Worth, TX 76102
(817) 301-6083
tommy.thomas@gsa.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.1.2 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation of offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DFARS	TITLE	DATE
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016
252.215-7008	Only One offer	OCT 2013
*252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Basic	JAN 2018

* Per DFARS 252.215-7010, the Offeror is only required to submit Data Other Than Certified Cost or Pricing Data. Data to be submitted as part of the offeror's proposal is described in **Sections L.5 and L.6** of this solicitation. The offeror must use the formats for submission of data prescribed in these sections. By submitting a proposal, the offeror grants the FEDSIM CO or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the individual cost elements and overall proposed price.

(End of provision)

DFARS 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions.* "Essential contractor service" and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in Section J, Attachment R, Mission Essential Contractor Services, dated **[to be completed at award]**, during periods of crisis. The offeror shall –

- (1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;
- (2) Address in the plan, at a minimum—
 - (i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;
 - (ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;
 - (iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;
 - (iv) Any established alert and notification procedures for mobilizing identified “essential contractor service” personnel; and
 - (v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

L.2 GENERAL INSTRUCTIONS

- a. The offeror is expected to examine this entire solicitation document including the Master/Basic Contract. Failure to do so will be at the offeror’s own risk.
- b. The Government may make award based on initial offers received, without discussion of such offers. Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments listed in **Section J**). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- c. An offeror submitting restricted data shall mark it as follows:

Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –

 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- d. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).
- e. This procurement is conducted under the procedures of FAR Subpart 16.5. The policies and procedures of FAR Subpart 15.3 do not apply.

L.3 GENERAL INFORMATION

The total estimated CPAF labor of the TO is between \$527,124,308 million and \$566,800,300 million. The estimate does not include Materials and Equipment, ODCs, Long-Distance Travel, and CAF. Any proposal that is not within this range shall include an explanation that specifically draws the Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

Proposals shall be valid for a period of not less than 120 calendar days from the date of delivery. **For proposal purposes only**, offerors shall use a Project Start date of **September 7, 2018**.

L.3.1 AVAILABILITY OF EQUIPMENT AND SOFTWARE

All commercial hardware and software proposed in response to this solicitation document shall have been formally announced for general release on or before the closing date of the solicitation. Failure to have equipment or software announced prior to submission of proposal may render the offeror's proposal NOT ACCEPTABLE.

L.3.2 CONTRACTOR SUPPORT DURING TECHNICAL EVALUATION

The Government expects to have contractor support during the evaluation from E3 Federal Solutions, LLC (E3). The prime offeror is encouraged to sign a Non-Disclosure Agreement (NDA) with E3 for its submission. NDAs submitted by a prime offeror will be considered as including any subcontractors in the offeror's proposal; subcontractors should not submit separate NDAs (i.e., there should be only one NDA per team).

An offeror that chooses to enter into an NDA with E3 shall coordinate with and submit its corporate NDA to the POC listed below, specifically referencing this solicitation's number and title in the NDA's scope. If an NDA is signed, the NDA shall be submitted with the proposal Part I submission. E3 is prohibited from proposing on any work related to USAFRICOM. This instruction is not evaluated under Section M.

E3 Federal Solutions, LLC

POC: Will Fortier, Director, Acquisition Services

Address: 8281 Greensboro Dr. #400, McLean, VA 22102

Telephone: 202-321-7011

Email: wfortier@e3federal.com

L.4 SUBMISSION OF OFFERS

Each offer shall be provided to the Government in four separately bound Parts and shall contain the following:

- a. Part I – Preliminary Written Cost/Price Proposal Information

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- b. Part II – Remainder of Written Cost/Price Proposal
- c. Part III – Written Technical Proposal
- d. Part IV – Oral Technical Proposal Presentation

The offeror shall submit each Part on the due dates indicated on the Cover Letter.

Unless otherwise specified, one page is one side of a U.S. Letter size (8.5" x 11") piece of paper. All electronic files shall be in Microsoft Word, Power Point, PDF, or Excel formats. Any documents provided in **Section J, List of Attachments**, shall be submitted using the same file format (e.g., Project Staffing Plan shall be submitted in Excel file format using the Excel template provided). Printed pages must maintain 12 point Times New Roman font and be single spaced. Printed pages (with the exception of Excel and PowerPoint) must maintain one inch margins. Excel files must maintain margins of no less than 0.7 inches and PowerPoint files must maintain margins of no less than 0.5 inches. Headers and footers may be of a font larger than 12 point, but shall not be smaller than ten point font. Charts/Graphics/Tables embedded in the proposal will count toward page limitations. Charts/Graphics/Tables must maintain a minimum of ten point Times New Roman font, including in the Part IV slides. Ledger size (11" x 17") paper may be used in the Project Staffing Plan when providing charts/graphics/tables. A single side of an 11" x 17" piece of paper will be counted as two pages where page limitations apply. Items such as a Title Page, Table of Contents, Cover Letter, List of Figures, and Acronym Lists are excluded from the page counts below, unless they are inclusive of a document (e.g., a Table of Contents within the Draft Transition-In Plan), in which case it would count toward the stated page limitations. PDF files will be allowed for executed documents such as Letters of Commitment.

Any pages submitted beyond the page limitations will be removed and not evaluated.

L.5 SUBMISSION OF THE WRITTEN COST/PRICE PROPOSAL (PARTS I and II)

Audits may be performed by DCAA on the offeror and all subcontracts. Cost/Price Proposals shall meet the DCAA audit submittal requirements. The offeror shall fully support all proposed costs/prices. An offeror's proposal is presumed to represent the offeror's best efforts in response to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost/price, shall be explained in the proposal.

The offeror shall provide adequate information, which will allow the Government to perform a Cost Realism analysis. Pursuant to FAR 15.404-1(d)(1), Cost Realism analysis is defined as:

“...the process of independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal.”

As indicated in **Section L.1.1** under FAR Clause 52.215-20, a description of the data required to be submitted with the offeror's proposal in order to facilitate the Cost Realism analysis is provided below in **Section L.5.2.3**.

Written Cost/Price Proposals shall be submitted as one original printed version and one electronic copy on a Compact Disc (CD). No thumb drives will be accepted. The offeror shall submit all proposed costs/prices using MS Excel software utilizing the formats without cells

locked and including all formulas. The offeror shall include adequate information, which will allow the Government to perform the required Cost Realism analysis.

The offeror shall not include any cost/price data in Parts III and IV of the proposal.

L.5.1 PRELIMINARY WRITTEN COST/PRICE PROPOSAL INFORMATION (PART I)

Part I contains the Preliminary Written Cost/Price Proposal information. This volume shall contain the following:

- a. OCI Statement and NDA (Tab A)
- b. Contract Registration (Tab B)
- c. Current Forward Pricing Rate Agreements or Recommendations (Tab C)
- d. Management Systems (Adequate Cost Accounting and Approved Purchasing Systems) (Tab D)
- e. CAS D/S (Tab E)

L.5.1.1 OCI STATEMENT (TAB A)

The offeror and each subcontractor, consultant, teaming partner, and individuals involved in proposal development shall complete and sign an OCI Statement. All information pertaining to OCI is outlined in **Section H.8**.

If an offeror, prime or subcontractor, enters into an NDA with E3 Federal Solutions, LLC, it may include the signed agreement in Tab A.

L.5.1.2 CONTRACT REGISTRATION (TAB B)

The offeror shall submit a statement that the contract vehicle under which this proposal is being submitted has been registered in ASSIST and that all information in ASSIST is up-to-date. ASSIST can be accessed by visiting the following web page:

<https://portal.fas.gsa.gov/assist-web/registration/contractor/search>

L.5.1.3 CURRENT FORWARD PRICING RATE AGREEMENTS OR RECOMMENDATIONS (TAB C)

The offeror shall submit all forward pricing rate agreements or recommendations including that of the prime contractor or any cost-type subcontractors. Cost-type subcontractors may submit proprietary data directly to the FEDSIM Contract Specialist (CS) or through the prime contractor in a separate, sealed envelope. Either way, the information is due at the same time and date as the prime offeror submission deadline.

If the offeror proposes any cost-type subcontracts with small businesses that do not have forward pricing rate agreements or recommendations, the offeror shall provide in its submission or via sealed envelope the following information for each applicable small business cost-type subcontractor:

- a. Historical information for each indirect cost rate pool and the applicable base for the past five years and projections for the next five years.

- b. A cost narrative that describes the corporate approach to cost accounting, how indirect costs are applied to direct costs, and a description of its accounting system's ability to segregate costs appropriately.

L.5.1.4 MANAGEMENT SYSTEMS (ADEQUATE COST ACCOUNTING AND APPROVED PURCHASING SYSTEM) (TAB D)

- a. The offeror shall describe all applicable management systems (i.e., accounting, estimating, and purchasing).
- b. The offeror shall specifically include the date of the last DCAA/DCMA (or other designated responsible Government agency, if small business) cost accounting system and purchasing system audits, a copy of the results of the audits, audit report number, and date determined adequate. This shall include verification in a form acceptable to the Government of the currently determined adequate systems (e.g., copy of most recent Government purchasing system approval and Government Cost Accounting System adequacy letter).
- c. The offeror shall include the name, office, and phone number of its cognizant DCAA/Government audit agency and DCMA/Government Administrative Contracting Officers (ACO) who are responsible for any cost accounting and purchasing system reviews of the contractor.

L.5.1.5 CAS D/S (TAB E)

The offeror shall include a copy of the CAS D/S. Also, the offer shall state the adequacy of D/S, date audited, audit report number, date determined adequate by ACO, and include any non-compliances with CAS.

L.5.2 REMAINDER OF WRITTEN COST/PRICE PROPOSAL (PART II)

Part II is the Remainder of Written Cost/Price Proposal and shall contain the following:

- a. Solicitation, Offer and Award (Standard Form (SF) 33) (Tab F)
- b. Section B – Supplies or Services and Prices/Costs (Tab G). Do not include cost/price for six-month extension period authorized by FAR clause 52.217-8.
- c. Cost/Price Supporting Documentation (Tab H)
- d. Subcontractor Supporting Documentation (Tab I)
- e. Cost/Price Assumptions (Tab J)
- f. Pass/Fail Elements (Tab K)

L.5.2.1 SOLICITATION, OFFER AND AWARD (SF 33) (TAB F)

When completed and signed by the offeror, Standard Form (SF) 33, "Solicitation, Offer and Award," constitutes the offeror's acceptance of the terms and conditions of the proposed TO. Therefore, the form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. The offeror shall sign the SF 33 in Block 17.

The authorized negotiator or the signatory of the SF 33 will be notified of the date and time of the Oral Technical Proposal Presentation. The offeror shall provide the name of the individual, the position title, telephone number, fax number, and email address of that individual.

L.5.2.2 SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS (TAB G)

The offeror shall indicate the cost/price to be charged for each item in **Section B** rounded to the nearest whole dollar. The offeror shall insert not-to-exceed indirect/material handling ceiling rates in accordance with **Section B.5.2**.

As a supplement to the summary information provided in **Section B**, the offeror shall provide full back-up documentation for the Labor CLINs for each period of performance and each task area using the provided Cost/Price Excel Workbook (**Section J, Attachment W**). Tasks 1-9 shall be documented in a single tab for each period of performance using the Cost/Price Excel Workbook format (see **Section J, Attachment W**, Tabs “CLIN 0001 – TASKS 1-9”, “CLIN 1001 – TASKS 1-9”, “CLIN 2001 – TASKS 1-9”, “CLIN 3001 – TASKS 1-9”, and “CLIN 4001 – TASKS 1-9”). The offeror shall complete all worksheets in the Cost/Price Excel Workbook in accordance with the instructions provided in the Cost/Price Excel Workbook. **The offeror shall not lock any cells and the offeror shall ensure all calculation formulas are included in order to effectively show the cost build up in the Cost/Price Excel Workbook.** The back-up documentation shall include a summary total for each element of cost (e.g., direct labor, OH, G&A, Facilities Capital Cost of Money (FCCM), fee, etc.).

L.5.2.3 COST/PRICE SUPPORTING DOCUMENTATION (TAB H)

The cost/price supporting documentation is required to enable the Government to perform cost or price analysis. The offeror shall provide the following cost/price supporting documentation:

- a. Cost Narrative:
 1. The offeror shall provide a detailed cost narrative, which explains the processes and methodologies used to develop its cost/price proposal. This includes, but is not limited to, the estimating methodology used by the offeror to estimate direct labor and subcontractor labor, explanation of the application of indirect rates, planning assumptions used in the development of the cost estimate, etc.
 2. The offeror shall also include a crosswalk of its labor categories, basis of cost element, weightings, and explanations to those in the solicitation.
 3. The offeror shall specifically indicate in its narrative any applicable Uncompensated Overtime Policy and how such policy affects the hourly direct labor rates and Full-Time Equivalent (FTE) hours being proposed during any TO year.
- b. Indirect Rate Information:
 1. The offeror shall break out all proposed indirect rates (OH, Fringe, G&A, etc.) by CLIN, by each applicable TO period, and by task area.
 2. The offeror shall clearly identify the cost base from which each proposed indirect rate is being applied.
 3. Historical indirect rates (unburdened) shall be provided (OH, Fringe, G&A, etc.) for the last three years inclusive of appropriate explanations for any major increases and decreases in the rates between years. See Cost/Price Excel Workbook (**Section J, Attachment W**, Tab “SUMMARY INDIRECT RATES” for more details).

4. The offer shall clearly identify the cost basis for its Indirect Handling Rates and show an example. See Cost/Price Excel Workbook (**Section J, Attachment W**, Tab “INDIRECT HANDLING RATES” for more details).
- c. Direct Labor Rate Information:
 1. The offeror shall provide the base direct labor rate (unburdened) for all proposed labor categories (Key and non-Key) and all projected rates (factoring in escalation) for all option periods. The Key Personnel labor rates shall be supported by evidence of actual rates currently being paid and/or the basis for specific rates being proposed.
 2. The offeror shall identify all direct labor escalation factors and basis for any escalation index being utilized for all option periods.
- d. Fee Review:
 1. The offeror shall break out all proposed fees and clearly delineate the cost base in which the fee percentages are applied.
 2. The offeror shall describe its basis/supporting rationale for all proposed fees.

L.5.2.4 SUBCONTRACTOR SUPPORTING DOCUMENTATION (TAB I)

The offeror shall also provide supporting cost/price documentation for all proposed subcontractors, to include the total value of the proposed subcontract, the proposed type of subcontract, the rationale and/or justification for this type of subcontract type, and how fee will be determined and paid. Additionally, the offeror shall provide a narrative detailing the processes used to evaluate the subcontracts it is proposing, including cost and/or price analysis conducted as appropriate for each subcontract. In addition to the supporting cost back-up documentation, DCAA contact information and relevant cost/pricing data shall be provided for all cost-type subcontractors. Failure to provide complete supporting documentation may result in no further consideration of the offeror’s proposal. Subcontractors may submit proprietary data directly to the FEDSIM CO or through the prime contractor in a separate, sealed envelope. **The prime contractor shall specifically state whether the estimated costs of any proposed subcontractor will be in excess of \$10M over the life of the TO for Government accomplished Equal Employment Opportunity (EEO) verification purposes.**

The prime offeror is responsible for ensuring that all cost type subcontractors include the same type of cost detail in the same format as required in **Section L.5.2.3**. All non-cost subcontractors shall provide the following information:

- a. Firm-Fixed-Price (FFP): A basis of estimate for the FFP amount is required which includes the LOE and fully burdened labor rates associated with the FFP amount.
- b. Time and Materials (T&M)/Labor Hour (LH): The labor rate, the LOE, and supporting documentation to substantiate the proposed labor rates are required for the T&M amount. Supporting documentation could include past invoices, GSA schedule price lists, or other applicable information.

All proposed OASIS labor categories shall be mapped to the appropriate labor category in the supporting documentation and a description of the labor categories shall be provided.

L.5.2.5 COST/PRICE ASSUMPTIONS (TAB J)

The offeror must submit all (if any) assumptions upon which the Cost/Price Proposal is based.

L.5.2.6 PASS/FAIL ELEMENTS (TAB K)

A failure on any single Pass/Fail criteria will make the proposal ineligible for award, with no further evaluation of the Technical and Cost/Price proposal accomplished by the Government. The offeror shall provide:

- a. Named Key Personnel: Each proposed Key Person shall be named at the time of proposal Part II submission. The offeror shall provide a list of Key Personnel, including position title and name (**Section H.3**, Key Personnel, and additional Key Personnel positions, if any). This list shall be consistent with the information provided in the **Section J, Attachment X**, Project Staffing Plan Template and **Section J, Attachment Y**, Key Personnel Qualification Matrix (KPQM) in the Written Technical Proposal. A proposal that states, “To Be Determined” (TBD) for a proposed Key Person, or omits a Key Person, will be rejected by the Government.
- b. Letters of Commitment: The offeror shall provide a Letter of Commitment (**Section J, Attachment Z**) for each proposed Key Person, at the proposal Part II submission due date. To meet this Pass/Fail criterion, the letter shall be signed by the proposed Key Person and shall state that (1) the proposed Key Person named is employed by the offeror or subcontractor, or has an offer of employment from the offeror or subcontractor that the Key Person intends to accept in the event of an award being made to the offeror; and (2) the proposed Key Person is available and committed to begin work on the Project Start Date designated in **Section L.3**.
- c. GSA OASIS MA-IDIQ Unrestricted Pool 3 Awardee: The offeror shall represent that it is an awardee under the GSA OASIS MA-IDIQ Unrestricted – Pool 3 Contract at the time of proposal Part II submission.
- d. Draft Mission Essential Contractor Services Plan: In accordance with DFARS 252.237-7024, the offeror shall provide a draft written plan that details how it will continue to perform the mission essential contractor services identified in **Section J, Attachment R** during periods of crisis (**Sections I.3.1, L.1.2**).
- e. Commercial Aircraft Insurance Policy: The offeror shall furnish a copy of a current Commercial Aircraft Insurance Policy to satisfy **Section H.24**.
- f. Adequate Cost Accounting System: The offeror shall represent that its Cost Accounting System is Adequate, as approved by DCMA, at proposal submission (**Section H.10**).
- g. Approved Purchasing System: The offeror shall represent that its Purchasing System is Approved, as approved by DCMA, at proposal submission (**Section H.11**).

L.6 SUBMISSION OF THE WRITTEN TECHNICAL PROPOSAL (PART III)

Each offeror shall submit all information described in the following paragraphs. The offeror shall provide one original printed version, four paper copies, and one electronic copy on a CD, containing all required sections of this Part. No thumb drives will be accepted. The Project Staffing Plan (**Section J, Attachment X**) shall only be provided as one original printed version and one electronic copy; additional hard copies shall not be provided.

Part III is the written Technical Proposal and shall contain the following (page limitations, if applicable, are indicated in the parentheses following each item):

- a. Draft Transition-In Plan (limited to 15 pages) (Tab AA).
- b. Project Staffing Plan (no page limitation) (Tab BB).
- c. Key Personnel Qualification Matrix (KPQM) (limited to three pages for each Key Person) (Tab CC).
- d. Corporate Experience (limited to three pages per corporate experience) (Tab DD).
- e. Technical Assumptions (if any) (Tab EE).
- f. Oral Technical Proposal Presentation Slides (separately bound). If the slides are not submitted by the due date specified in the Cover Letter, they will not be evaluated (Tab FF).

L.6.1 DRAFT TRANSITION-IN PLAN (TAB AA)

The offeror shall provide a Draft Transition-In Plan that aligns with the requirements in **Section C.5.2**. The offeror shall include in the Draft Transition-In Plan an approach that provides for a seamless transition from the incumbent to the new contractor (hereafter referred to as the offeror).

The Draft Transition-In Plan shall identify the roles and responsibilities of the offeror including proposed schedule(s) and milestones to ensure no disruption of service. Additionally, in the Draft Transition-In Plan, the offeror shall specifically identify and detail the challenges and risks associated with transitioning Contractor Owned Contractor Operated (COCO) aircraft that contain GFP. The offeror shall also detail its approach for transitioning the GFP from the current COCO aircrafts to those provided by the offeror. The Draft Transition-In Plan shall also identify and discuss the roles and responsibilities of the incumbent contractor and information expected from the incumbent. The offeror shall also identify any actions the offeror assumes to be the responsibility of the Government.

Additionally, the Draft Transition-In Plan shall also include, at a minimum, the following information:

- a. The offeror's transition methodology, process, and timelines.
- b. The offeror's identified technical, management, and staffing risks and proposed mitigation strategies to ensure continuity of support is maintained.
- c. The offeror's knowledge transfer and training methodology.

L.6.2 PROJECT STAFFING PLAN (TAB BB)

The offeror shall provide a Project Staffing Plan in accordance with the Project Staffing Plan Template contained in **Section J, Attachment X**. Section J, Attachment F and Attachment AD are provided for proposal purposes only to support the buildup of level of effort. The submission shall contain all proposed individuals that will be working on this effort. All Key Personnel proposed shall be identified in the Project Staffing Plan and available to begin work immediately on the Project Start Date indicated in **Section L.3** of this solicitation.

All non-Key Personnel shall meet the requirements of the OASIS MA-IDIQ Unrestricted Pool 3 Contract. If the names of all non-Key Personnel are not known prior to offer submission, the

offeror may indicate TBD in the Project Staffing Plan. The names of non-Key Personnel are the only identifiers that may remain unspecified in the Project Staffing Plan. The offeror shall supply all requested information for all proposed personnel regardless of whether a name or TBD is provided. The names of all non-Key Personnel that can be provided shall be provided.

Information in the Project Staffing Plan provides a basis for the Government to determine the efficacy of the Project Staffing Plan in relation to the offeror's Technical Approach. If TBD is indicated for any non-Key Personnel, the offeror shall supply the offeror's proposed experience/certifications that would be needed to perform the proposed Technical Approach in that role. All qualification sections of the proposed Project Staffing Plan shall be completed uniquely for each person or TBD role provided.

The offeror shall include all proposed personnel in each performance period of the Project Staffing Plan, regardless of whether there are hours proposed for that person in that period to maintain consistency between each period of performance.

The offeror shall ensure there is consistency in the LOE between the Project Staffing Plan provided in Part III and the Written Cost/Price Proposal provided in Parts I and II, being cognizant of rounding issues.

L.6.3 KEY PERSONNEL QUALIFICATION MATRIX (KPQM) (TAB CC)

The offeror shall submit a KPQM (**Section J, Attachment Y**) for each Key Person proposed relating the specialized experience identified in **Section H.3** of this solicitation and the qualifications of the person or persons being proposed for that position. For those additional Key Personnel proposed, the offeror shall identify the specialized experience and the corresponding qualifications for this experience. The offeror shall represent the following:

- a. All Key Personnel meet the requirements of the OASIS Pool 3 Contract.
- b. All Key Personnel meet the requirements of the TO, including security clearance requirements. The offeror shall provide a confirmation statement that all proposed personnel possess the security clearance level required in **Section H.3** and **Section J, Attachment K** (DD 254) of the TOR. The offeror shall also indicate the required security clearance level in the Project Staffing Plan referenced in **Section L.6.1** and **Section J, Attachment X** of the TOR.

L.6.4 CORPORATE EXPERIENCE (TAB DD)

The offeror shall provide Corporate Experience for three projects performed within the last five years (need not be completed) by the business unit that will perform this effort. One of the Corporate Experience references shall be the offeror's direct experience as the prime contractor; the remaining reference(s) may be from the prime or its subcontractors. These three projects shall be collectively similar in size, scope, and complexity to the requirements identified in **Section C**. Collectively similar in scope and complexity is defined as the projects, when taken as a whole, are similar to the requirements identified in **Section C**; for example, one proposed Corporate Experience is similar to the work required in Tasks 2 and 3, another project that is similar to Tasks 4 and 5, and another reflects experience managing a complex multi-agency requirement. Collectively similar in size is defined as the sum of the ceiling values of each proposed Corporate Experience project per year is similar to the total ceiling value of each year of this requirement. The Corporate Experience information must be submitted in the format

provided in **Section J, Attachment AA**. The offeror shall ensure that all of the POCs are aware that they may be contacted.

All three projects shall be contracts or orders for the performance of actual technical requirements. Master contract vehicles (e.g., Blanket Purchase Agreements (BPA), Indefinite Delivery/Indefinite Quantity (IDIQ) contracts) do not satisfy the Corporate Experience requirement unless submitted together with TO(s), awarded and performed under the master contract vehicle, that are collectively similar in size, scope, and complexity to this requirement. Furthermore, a project reference that consists of multiple TO references from a single master contract vehicle are acceptable only if the individual TO references are from the same client company/agency name and demonstrate interrelated requirements. Multiple TO references must include an individual contract/TO number, value, and period of performance.

L.6.5 TECHNICAL ASSUMPTIONS (TAB EE)

The offeror shall identify and address any assumptions affecting the technical proposal citing the component(s) of the proposal to which they pertain. All technical assumptions and Basis of Estimate assumptions shall be included in the technical volume. This shall include any non-Cost/Price information that serves as the basis of a Cost/Price assumption identified in the offeror's Written Cost/Price Proposal.

The Government reserves the right to reject any proposal that includes any assumption that adversely impacts the Government's requirements.

L.6.6 ORAL TECHNICAL PROPOSAL PRESENTATION SLIDES (TAB FF)

The offeror shall submit one original printed version, four paper copies, and one electronic copy on a CD of the Oral Technical Proposal Presentation slides with Proposal Part III, in advance of the Oral Technical Proposal Presentation. **The printed Oral Technical Proposal Presentation slides shall be separately bound from all other parts of the written proposal.** If the slides are not submitted by the proposal due date specified in the Cover Letter, they will not be evaluated. The Oral Technical Proposal Presentation (Part IV) requirements are described in **Section L.7**.

Unobtrusive company logos or names can be inserted in any or all slides. Slides should be sequentially numbered in the lower right corner. Transition effects shall not be used. Each slide shall reference in the top right corner, the Section/subsection number from **Section C** and the **Section F** deliverable that is being described/discussed on the slide, where applicable.

L.7 ORAL TECHNICAL PROPOSAL PRESENTATION (PART IV)

Offerors that have not heard otherwise shall provide an Oral Technical Proposal Presentation to the FEDSIM CO, FEDSIM CS, the Technical Evaluation Board (TEB) Members, and other representatives of the Government. The Oral Technical Proposal Presentation will be held at the unclassified level.

The Oral Technical Proposal Presentation will be used to assess the offeror's capability to satisfy the requirements set forth in the TOR. The offeror's Oral Technical Proposal Presentation shall contain the information described in **Section L.8**.

Oral Technical Proposal Presentation slides presented that differ from slides delivered with the Written Technical Proposal Part III will not be evaluated.

While there will be an oral Question and Answer (Q&A) session (**Section L.7.5**) following the Oral Technical Proposal Presentation, the offeror shall present its initially submitted proposal in a manner that is clear and complete.

L.7.1 ORAL TECHNICAL PROPOSAL PRESENTATION SCHEDULING

The FEDSIM CO and/or the FEDSIM CS will provide the Oral Technical Proposal Presentation schedule to the authorized negotiator or the signatory of the SF 33. Each offeror's Oral Technical Proposal Presentation will be preliminarily scheduled by the FEDSIM CO and/or FEDSIM CS after receipt of Part I and will be confirmed after Part II is received and the FEDSIM CO determines that the offeror passed all of the Pass/Fail requirements.

Oral Technical Proposal Presentations will be given at facilities designated by the FEDSIM CO. The exact location, seating capacity, and any other relevant information will be provided when the presentations are scheduled. Time slots will be assigned randomly and may not be changed or traded. The Government reserves the right to reschedule any offeror's Oral Technical Proposal Presentation at its sole discretion.

L.7.2 ORAL TECHNICAL PROPOSAL PRESENTATION PARTICIPATION AND CONSTRAINTS

The offeror shall identify all authors of the Oral Technical Proposal Presentation by name and association both in the Oral Presentation Slides and at the start of the presentation. Attendance at the presentation and the subsequent oral Q&A session shall be limited to the offeror's Key Personnel (all Key Personnel are highly encouraged to attend) and no more than three additional corporate representatives of the offeror. An offeror's Key Personnel includes only those persons who will be assigned to the TO as Key Personnel as described in **Section H.3** and including additional proposed Key Personnel. The three additional corporate representatives (e.g., CEOs, company presidents, or contract representatives) from the offeror may attend, but will not be allowed to participate in the oral presentation. Any of the three additional corporate representatives may make a brief introduction which will not be evaluated, but will count toward the offeror's allotted time. For the remainder of the Oral Technical Proposal Presentation, only Key Personnel shall present.

The offeror will be given 15 minutes for set up. After opening remarks by the Government, the offeror will be given up to 90 minutes to present. There is no limit to the number of slides that can be presented during the Oral Technical Proposal Presentation, but only those slides actually discussed and presented during the oral presentation will be considered for evaluation. Reading the slide title or other similar commentary is not considered presenting the slide. The presentation will be stopped precisely after 90 minutes.

L.7.3 ORAL TECHNICAL PROPOSAL PRESENTATION MEDIA

Presentation media is limited to computer-based graphics of the offeror's choice or normal viewgraph slides displayed using an appropriate projector. No other media may be used.

Except for the projection screen provided in the conference room, the Government will provide no equipment. The offeror shall be responsible for any equipment necessary for the presentation. The offeror is permitted to have a timer, computer, and projector in the room during the oral presentation, including the oral Q&A session. The FEDSIM CO may ask for cell phones

and tablet computers to be placed in an area within the room other than the immediate presentation area and turned off during the presentation and oral Q&A session.

L.7.4 PROHIBITION OF ELECTRONIC RECORDING OF THE ORAL TECHNICAL PROPOSAL PRESENTATION AND ORAL Q&A SESSION

The offeror may **not** record or transmit any of the Oral Technical Proposal Presentation process to include the oral Q&A session. All of the offeror's electronic recording devices shall be removed from the room during the oral presentation, caucusing, and Q&A session.

L.7.5 TECHNICAL PROPOSAL ORAL Q&A SESSION

The purpose of the oral Q&A session is to allow the Government to ask questions, as deemed necessary, that will serve to clarify to the Government, for evaluation purposes, the offeror's methodologies and approaches as proposed. It is the Government's intent to ask clarifying questions only to the extent deemed minimally necessary for the evaluators to sufficiently understand what is being proposed. The offeror shall be prepared to answer questions about the Oral Technical Proposal Presentation and the Written Technical Proposal in the oral Q&A session. The oral Q&A session will be held at the unclassified level.

L.7.6 TECHNICAL PROPOSAL ORAL Q&A SESSION FORMAT

Upon completion of the Oral Technical Proposal Presentation, the Government may caucus to formulate any clarification questions regarding the Written Technical Proposal and Oral Technical Proposal Presentation. Clarification questions, if any, may be posed by the FEDSIM CO or the TEB Chairperson. Although no stated time limit for the duration of the oral Q&A session will be imposed, for planning purposes, the clarification session is expected to last approximately 30 minutes to one hour.

The offeror shall bring bound printed copies of its Technical Proposal Parts III and IV to refer to throughout its oral Q&A session. The offeror shall not present any information to the Government other than answering the clarification questions posed. **Proposal revisions are not expected and will not be allowed.** The offeror may briefly caucus to coordinate responses to specific requests for clarification; these brief caucuses may not last longer than five minutes before presenting the coordinated response.

The entire session will be documented by the Government. Upon completion of the Q&A session, the Government may caucus to formulate any additional clarification questions regarding the technical proposal.

The total oral presentation, caucus, and clarification session are expected to last not more than three hours. The FEDSIM CO and the TEB Chairperson will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to present and answer clarification questions.

L.8 ORAL TECHNICAL PROPOSAL PRESENTATION TOPICS

Within the Oral Technical Proposal Presentation, the Government does not expect the offeror to provide a restatement of the information already submitted in writing in Part III. Instead, the offeror shall address this information under the topics provided. The Oral Technical Proposal Presentation shall include the following topics, and be organized in the following order:

- a. Topic 1: Technical and Management Approach
- b. Topic 2: Key Personnel and Project Staffing

L.8.1 TECHNICAL AND MANAGEMENT APPROACH (TOPIC 1)

The offeror shall clearly describe its technical and program management methodology, including proposed techniques or tools, to fulfill the requirements identified in the TOR. The offeror's proposed Technical and Management Approach shall be tailored to achieve the requirements identified in **Section C** of the TOR and shall identify how it shall achieve the Government's objectives identified in **Section C.4**. The offeror shall specifically address the following:

- a. Describe how the offeror will accomplish the objectives, conditions, and task requirements in Section C from a technical and program management perspective. The methodology shall clearly identify how the offeror will provide feasible, and cost-effective support tailored to meet the demands associated with a dynamic, geographically dispersed operating environment. Transition-In methodology to include the offeror's detailed approach to providing uninterrupted support for manned air ISR operations described in **Section J, Attachment F – Current Environment** during transition-in.
- b. Proposed performance metrics, service levels, and methods of measurement that can be used in conjunction with the Award Fee Determination Plan under this TO.
- c. Approach to risk management during the TO (to include transition) from both a technical and management perspective, to include how the offeror will manage the risks associated with operating in a geographically dispersed operating environment, as well as the USAFRICOM AOR. Discuss the specific risks the offeror has identified and how the offeror will mitigate or eliminate them.
- d. The offeror's structure and organization of the proposed team. The offeror shall describe how it will handle lines of authority and communication both internally within the offeror's team and externally with the Government. The offeror shall describe how it will manage its subcontractors, coordinate invoices, and work with third party contractors outside the USAFRICOM TO in the geographically dispersed operating environment to reduce risk and drive performance.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

L.8.2 KEY PERSONNEL AND PROJECT STAFFING (TOPIC 2)

The offeror shall clearly describe its staffing methodology and strategy to fulfill the technical requirements identified in the TOR. The offeror's proposed methodology shall be relevant to the TOR requirements and the offeror shall specifically address the following:

- a. Benefit the proposed Key and non-Key Personnel provide to the Government. Describe how the proposed personnel's skills, experience, and qualifications will benefit the Government and fulfill the TOR technical requirements.
- b. The rationale for the proposed labor mix and LOE to support each TOR task. The offeror shall also describe what factors drove its proposed labor mix and how its proposed staffing solution shall accomplish the Government's objectives and requirements. The offeror shall include in its rationale a chart indicating the planned use of junior level,

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

journeyman-level, and senior-level labor categories under the TO. Additionally, the offeror shall address the depth and breadth of its proposed team and subcontractors for support of the TO requirements.

- c. Methodology to ensure the offeror quickly and effectively reacts to the Government's requirements and the dynamics of a rapidly evolving global and mission environment from a staffing perspective in order to ensure continuous support and superior customer service.
- d. Methodology for hiring, retaining, and replacing appropriately qualified personnel throughout the life of the TO in response to Government support requirements.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

L.9 SUBMISSION OF QUESTIONS

Offerors are requested to submit questions grouped by solicitation Section and make reference to the particular Section/Subsection number. Questions must be received before the date specified on the Cover Letter for receipt of questions using the format in **Section J, Attachment AB**.

Questions or requests for extension submitted after the cut-off date will not be considered.

Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation.

L.10 DELIVERY INSTRUCTIONS

The offeror shall deliver written proposals to and receive acceptance from the address and individual identified in the Cover Letter. Proposals not received by 11:00 a.m. Eastern Time (ET) on the date(s) stated in the Cover Letter will not be considered.

M.1 METHOD OF AWARD

The Government anticipates awarding a TO to the offeror whose proposal is the most advantageous to the Government, price and other factors considered. Technical proposals will be evaluated based on the factors described in **Section M.7**. A cost and price evaluation will only be done for offerors with a technical proposal receiving an overall technical rating of ACCEPTABLE or higher. All evaluation factors other than cost or price, when combined, are significantly more important than cost. Award may be made to other than the lowest priced technically acceptable proposal.

This acquisition is being conducted under FAR 16.5. Principles and procedures of Subpart 15.3 do not apply. Accordingly, the Government reserves the right to do any or all of the following:

- a. Award on initial proposals, without discussion.
- b. Ask clarifying questions during the question and answer period of the presentations if needed. Clarification questions may include asking the offeror to clarify statements made during oral presentations, if the contents of the oral presentations warrant clarification. Clarification questions may include asking the offeror to clarify its written technical proposals. As a result, the Government may have communications with some, but not all, offerors; however, these communications will be clarifications and not discussions. In these situations, the Government will consider the offeror's clarifying response(s) without allowing proposal revisions.
- c. After an offeror has been selected for award based upon a best value determination, the Government may negotiate a final reduced price. The negotiations will include reductions in profit/fee with the offeror selected for award in order to achieve the absolute best value for the Government. The Government may make award based on initial offers received or the Government may make award after clarifications of some aspects of the proposal or discussions relative to price only.
- d. Have communications, ask clarifying questions, request corrections relative to minor errors in the cost/price proposal, or request cost/price substantiating documentation to facilitate the Government's final evaluation of cost proposals with one or some offerors. These communications, clarifications, or requests for corrections or substantiating documentation will not materially change the offeror's proposal in terms of conformance to TOR requirements, constitute discussions, or materially change pricing.
- e. FEDSIM does not incorporate proposals into any resultant award.

Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

M.2 PASS/FAIL ELEMENTS

The Government will evaluate the following pass/fail elements. **A failure on any single Pass/Fail criteria will make the proposal ineligible for award, with no further evaluation of the technical and cost proposal conducted by the Government.**

SECTION M – EVALUATION FACTORS FOR AWARD

Pass/Fail Elements:

The following will be evaluated on a Pass/Fail basis:

- a. The Government will reject any proposal that does not provide a name for each Key Person proposed at the proposal submission due date. A proposal that states, “To Be Determined” or TBD for a proposed Key Person, or omits a Key Person, will be rejected by the Government (**Section L.5.2.6.a**).
- b. The Government will reject any proposal that does not provide a Letter of Commitment, signed by each proposed Key Person at the proposal submission due date (**Section L.5.2.6.b**).
- c. The Government will reject any proposal where the offeror is not an awardee under the GSA OASIS MA-IDIQ Unrestricted – Pool 3 Contract at the time of proposal Part II submission (**Section L.5.2.6.c**).
- d. The Government will reject any proposal where the offeror does not provide a draft Mission Essential Contractor Services Plan (**Section L.1.1**) in accordance with DFARS 252.237-7024 (**Section L.5.2.6.d**).
- e. The Government will reject any proposal where the offeror does not provide a copy of a current Commercial Aircraft Insurance Policy (**Section L.5.2.6.e**).
- f. The Government will reject any proposal where the offeror does not represent that it has an Adequate Cost Accounting System, as approved by DCMA, at proposal submission (**Section L.5.2.6.f**).
- g. The Government will reject any proposal where the offeror does not represent that it has an Approved Purchasing System, as approved by DCMA, at proposal submission (**Section L.5.2.6.g**).

M.3 COST/PRICE PROPOSAL EVALUATION

The offeror’s cost/price proposal (**Section L.5, Parts I and II, Tabs A through K**) will be evaluated to assess for cost realism and price reasonableness. Cost analysis will be performed on all prime contractors and major subcontractors with contract values over ten percent of the total contract value. The six-month extension period, authorized by FAR clause 52.217-8, will not be included in the total evaluated cost; however, it will be evaluated to ensure that the option is available for the unilateral exercise of the Government should an extension become necessary. The offeror shall not propose a price for the six-month extension. The CAF is not included in the price evaluation.

Costs that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration. Any proposal that is not within the total estimated CPAF cited in **Section B** and in **Section L.3** shall include an explanation that specifically draws the Government’s attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

The Government will reject any proposal from the prime contractor that does not have a Government-approved purchasing system at the time of the proposal Part I submission due date. The Government will determine a prime contractor as non-responsible (and therefore ineligible for award) if the firm does not possess an adequate cost accounting system as determined by the

SECTION M – EVALUATION FACTORS FOR AWARD

cognizant Federal agency, applicable to the offeror's most current organizational structure, for properly allocating costs applicable to this cost-type contract at the time of the proposal Part I submission due date.

M.4 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Tab A will be evaluated to assess whether or not an actual or potential OCI exists as defined by FAR Part 9.5. If an actual or potential OCI is identified that cannot be feasibly mitigated, avoided, or resolved in accordance with FAR Part 9.5, that offeror may be ineligible for award.

M.5 COST ASSUMPTIONS

The Government reserves the right to reject any proposal that includes any cost assumptions that may adversely impact satisfying the Government's requirements. The Government does not intend to incorporate proposals into any resultant award; any assumptions to that effect will be rejected.

M.6 OVERTIME AND EXTENDED BILLING HOUR PRACTICES

The Government reserves the right to reject any proposal that includes overtime or extended hours billing practices that adversely impact or affect the Government's requirements.

M.7 TECHNICAL EVALUATION FACTORS

The Government will evaluate technical proposals (**Sections L.6, L.7, and L.8; Parts III and IV**) based on the following factors:

Factor 1: Technical and Management Approach to include the written Draft Transition-In Plan (**Section L.6.1**) and the information presented under the Technical and Management Approach topic (**Section L.8.1**) as part of the offeror's Oral Technical Proposal Presentation.

Factor 2: Key Personnel and Project Staffing to include the written Project Staffing Plan (**Section L.6.2**) written Key Personnel Qualification Matrices (**Sections H.3 and L.6.3**), as well as the information presented under the Key Personnel and Project Staffing topic (**Section L.8.2**) as a part of the offeror's Oral Technical Proposal Presentation.

Factor 3: Corporate Experience (**Section L.6.4**).

The technical proposal evaluation factors are listed in descending order of importance. All three technical factors combined are significantly more important than cost. The Government will combine the results of the written and oral submissions, including the Q&A responses, to arrive at a rating for the technical evaluation factors as a whole. The receipt of an evaluation rating of NOT ACCEPTABLE in any single Factor will result in the overall proposal being determined NOT ACCEPTABLE and therefore ineligible for award.

METHODOLOGY. For this acquisition the term "methodology" is defined as the system of practices, techniques, procedures, and rules as required by this TO. This definition is based on the PMI Project Management Body of Knowledge (PMBOK). For the avoidance of doubt, the Government is seeking a coherent discussion of how the offeror proposes to meet its

SECTION M – EVALUATION FACTORS FOR AWARD

requirements, rather than a mere restatement of the requirements or a mere listing of what it proposes to do. The latter will not be deemed to constitute a methodology.

M.7.1 FACTOR 1: TECHNICAL AND MANAGEMENT APPROACH

The Government will evaluate the Technical and Management Approach factor based on the clarity, feasibility, completeness, efficiency, and comprehensiveness of the approach and the degree to which the proposal meets the requirements of the TOR, and presents a practical level of understanding of the operating environment from a technical and management perspective, for each of the topic elements identified in **Section L.8.1**.

The Draft Transition-In Plan will be evaluated to assess the degree to which it is comprehensive, detailed, efficient, and effective and identifies and discusses how the offeror's approach will achieve a low risk transition, and the degree to which the proposed Draft Transition-In Plan meets the requirements of TOR **Section L.6.1**.

M.7.2 FACTOR 2: KEY PERSONNEL AND PROJECT STAFFING

The Project Staffing Plan will be evaluated to assess the degree to which it is effective, comprehensive, and relevant and complies with the requirements stated in **Section L.6.2**, including the estimated hours and labor mix (for both Key and non-Key Personnel) and the experience, skills, and the qualifications of the personnel proposed.

The KPQMs will be evaluated to assess the relevance, effectiveness, and completeness of the experience, skills, and qualifications of the proposed Key Personnel identified in **Section H.3** and complies with the requirements stated in **Section L.6.3**.

The Government will also evaluate the offeror's efficiency, effectiveness, and completeness for accomplishing each of the Key Personnel and Project Staffing topic elements identified in **Section L.8.2**.

M.7.3 FACTOR 3: CORPORATE EXPERIENCE

The Corporate Experience factor will be evaluated based on an overall (i.e., taken as a whole) consideration of the following. These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating).

- a. The offeror's corporate experience reflects/identifies experience on projects that **collectively** are similar in size, scope, and complexity to the requirements identified in Section C of the TOR and to the offeror's proposed solution.
- b. The offeror's corporate experience reflects that the offeror's roles and responsibilities are similar to its proposed roles and responsibilities for this TOR.

One of the three corporate experiences shall be the offeror's direct experience as a prime contractor. The Government will evaluate Corporate Experience provided from both the prime contractor and any subcontractors equally.

M.8 TECHNICAL ASSUMPTIONS

Offeror assumptions will be reviewed in the context of the technical factor to which they apply. The Government reserves the right to reject any proposal that includes any assumption that may adversely impact satisfying the Government's requirements.

M.9. FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
TBD		GSC-QF0B-18-33231		<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		06/22/2018			
7. ISSUED BY				CODE		8. ADDRESS OFFER TO (If other than item 7)			
GSA FEDSIM, 1800 F St NW Washington, DC 20006				QF0B		See Block 6			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION		
9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)		
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.		

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	Sterling Whitehead	AREA CODE	NUMBER	EXTENSION	
		202	568	3789	sterling.whitehead@gsa.gov

11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/CONTRACT FORM	TOR	X	I	CONTRACT CLAUSES	TOR		
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	TOR	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.					
X	C	DESCRIPTION/SPECS./WORK STATEMENT	TOR	X	J	LIST OF ATTACHMENTS	TOR		
X	D	PACKAGING AND MARKING	TOR	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE	TOR	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	TOR		
X	F	DELIVERIES OR PERFORMANCE	TOR						
X	G	CONTRACT ADMINISTRATION DATA	TOR	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	TOR		
X	H	SPECIAL CONTRACT REQUIREMENTS	TOR	X	M	EVALUATION FACTORS FOR AWARD	TOR		

OFFER (Must be fully completed by offeror)	
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.	

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>See TOR</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.	
--	--

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS(%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY	
				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	